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**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Ms. Deena Shepherd-Johnson  
Remedial Enforcement Support Section  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604

October 7, 2005

Mr. Thomas C. Nash, Esq.  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604

**Re: Chemical Recovery Systems, Inc. Site  
Ranbar Technology, Inc.**

Dear Ms. Shepherd-Johnson and Mr. Nash:

This letter addresses the U.S. Environmental Protection Agency's ("EPA") initial determination that Ranbar Technology, Inc. ("Ranbar") may be a potentially responsible party ("PRP"), pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9607(a), with regard to the Chemical Recovery Systems Superfund Site, 142 Locust Street, Elyria, Ohio 44035 (the "Site").

Ranbar previously notified EPA that it has been erroneously designated as a PRP, apparently based upon actions taken by a separate legal entity, Ball Chemical Company, Inc. ("Ball Chemical"), from which Ranbar purchased certain assets in 1984. See the Affidavit of Randall L.C. Russell attached hereto as Exhibit "A"; the Asset Purchase Agreement by and between Ball Chemical Company and Randall L.C. Russell ("Agreement"); and the letters, dated June 28, 2001 and July 11, 2001, from Mr. Russell McGregor, Ranbar's previous counsel, to Ms. Deena Shepherd-Johnson, copies of which are attached hereto as Exhibits "B," "C," and "D" respectively. This letter serves to expand upon the factual discussion in Mr. McGregor's prior correspondence, as well as to set forth the legal framework for Ranbar's position that CERCLA Section 107(a) liability should not attach to Ranbar's acquisition of certain of the assets of Ball Chemical. For the reasons set forth below, Ranbar requests that it be removed from the list of PRPs for the Site.

Pittsburgh

Philadelphia

Princeton

Washington

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## **I. Background**

### **A. EPA's Investigation of Ranbar as a PRP**

By letter, dated March 2, 2001, EPA stated that the owner of the Site provided it with various customer files which included information linking Ranbar with the Site. The PRP list identified Ranbar as Ranbar Technology/BBT, Inc. f/k/a Ball Chemical Company. At that time, EPA requested that Ranbar examine the aforementioned information to verify the purported relationship between it and the Site, and to furnish EPA with all information and documents concerning hazardous substances.

In response, Ranbar informed EPA by letters dated June 28, 2001, July 11, 2001, and October 25, 2001, copies of which are attached hereto as Exhibits "C," "D," and "E" respectively, that EPA had mistaken it with Ball Chemical, and the successor corporate entity of Ball Chemical, BBT, Inc. ("BBT"). EPA never responded to Ranbar's requests that it be deleted as a PRP.

Thereafter, EPA sent another letter, dated December 20, 2002, stating that if Ranbar had any additional information to provide or if Ranbar believed that the volume attributed to Ranbar was in error, that Ranbar could request a waste quantity review by EPA. By letter, dated January 23, 2003, Ranbar notified the EPA that it was exercising its right to a waste quantity review. Ranbar subsequently submitted a factual memorandum, dated February 10, 2003, explaining why Ranbar should not be considered a PRP responsible for response costs at the Site based solely upon Ranbar's acquisition of certain of the assets of Ball Chemical. *See* Exhibit "F."

Ranbar then received what appeared to be a form letter from EPA, also dated February 10, 2003 (i.e., the same date as Ranbar's waste quantity review memorandum), rejecting Ranbar's waste quantity review. *See* Exhibit "G." Based upon the date of the EPA's response, and notwithstanding the statement in the EPA's response that it had reviewed and considered Ranbar's request, the position or arguments Ranbar advanced, and any supporting evidence, it does not appear that EPA had an opportunity to consider fully Ranbar's documented position prior to concluding that Ranbar was a PRP. EPA instead offered Ranbar an opportunity to settle its alleged liability for a payment of \$33,100.

For over two (2) years after EPA's February 10, 2003 letter, Ranbar did not receive any further correspondence with respect to the Site until it received EPA's letter, dated June 9, 2005, notifying it of the Notice of Deposition of Barbara King in connection with the within action. *See* Exhibit "H."

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The EPA's June 9, 2005 correspondence has prompted Ranbar to revisit its alleged liability at the Site. Pursuant to the provisions of the Freedom of Information Act ("FOIA"), as amended, 5 U.S.C. § 552, Ranbar requested by way of letters dated June 13, 2005, which are attached hereto as Exhibits "I" and "J," copies of records of any and all documents and information in EPA files that established or indicated that Ranbar and Ball Chemical generated and/or shipped any hazardous substances to the Site. By way of letters, dated June 16, 2005, July 12, 2005, July 15, 2005, and July 28, 2005, copies of which are attached hereto as Exhibits "K," "L," "M," and "N," respectively, EPA responded to Ranbar's FOIA request.<sup>1</sup>

Inasmuch as it does not appear that EPA fully considered Ranbar's position as set forth in its previous submittals to EPA, including the February 10, 2003 memorandum, and after reviewing the documents accompanying EPA's FOIA response, Ranbar is taking the opportunity to restate its position with more factual detail. In addition, this letter sets forth the compelling legal authority supporting Ranbar's position that it has no liability at the Site.

#### B. Ball Chemical/BBT

Ball Chemical was a paint manufacturer, which sold both on a wholesale and retail basis. Based upon a review of the file, it appears that from approximately 1950-1980, Ball Chemical supplied paint as well as used solvent for reclamation to the Maltasky Drum Co., the predecessor of Chemical Recovery Systems, Inc. (the "Site Owner"). The shipments of used solvent for reclamation, which Ball Chemical allegedly sent to the Site Owner, apparently are the basis for EPA's assertion that Ball Chemical is a PRP at the Site.

Ball Chemical was a Pennsylvania corporation formed on March 11, 1908. It changed its name to BBT on October 15, 1984, and continues as a registered Pennsylvania corporation to date. See Nexus Documents, Exhibit "O," pp. 8-9 (Pennsylvania Department of State Corporate Record for BBT: Articles of Incorporation, dated 3/11/1908; Articles of Amendment-Business, dated 10/15/1984; Address - 1486 Butler Plank Road, Glenshaw, PA 15116; President, Hiram P. Ball; Treasurer Henry A. Ball; Old Names- **Ball Chemical Company**) and Exhibit "P" (Pennsylvania Department of State Corporate Record for Ball Chemical: Fictitious Owner Filing Date 10/15/1984;

<sup>1</sup> The documents accompanying EPA's response to Ranbar's FOIA requests which allegedly establish Ranbar as a PRP at the Site are referred to herein as "Nexus Documents" and are attached hereto as Exhibit "O."

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Address - 1486 Butler Plank Road, Glenshaw, PA 15116; Purpose – “Paint & Chemical Manufacturing and Sales”)(**emphasis added**)<sup>2</sup>.

### C. Ranbar

Ranbar was formed as a Pennsylvania corporation on August 10, 1984, three years after operations at the Site were discontinued. *See* Nexus Documents, Exhibit “O,” p. 10 (Pennsylvania Department of State Corporate Record for Ranbar: Articles of Incorporation dated 8/10/1984; Address -1114 William Flynn Hwy, Glenshaw, PA 15116; President, Randall L. C. Russell; Secretary Barbara W. Russell; Treasurer, William R. Huddleston; Purpose- “Broad-Mfg & Sale of Paints, Resins & Chemicals”).

On or about October, 1 1984, Ball Chemical sold certain assets, including real estate and equipment, to Ranbar. *See* Exhibit “B” and Nexus Documents, Exhibit “O,” p. 7 (“[Ranbar] was incorporated in 1984 through the purchase of the assets [of] Ball Chemical Company.”)(**emphasis added**). However, Ranbar was not formed to conduct the same business as Ball Chemical/BBT and never conducted business under the name “Ball Chemical.” Ranbar purchased certain of the assets of Ball Chemical with the intent of promptly transitioning operations from the manufacture of paints to the manufacture of resins. *See* the Affidavit of Randall L.C. Russell attached hereto as Exhibit “A.” During this brief transition period, Ranbar did sell some existing paint inventory and Ranbar continued to manufacture paints in response to orders from the previous customers of Ball Chemical, but these limited sales of paints were documented with invoices and other paperwork using the “Ranbar” name rather than the name “Ball Chemical.” *Id.* Ranbar

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<sup>2</sup> A possible source of confusion as to why EPA continues to designate Ranbar as a PRP may stem from the Pennsylvania Department of State listing Ranbar as the fictitious owner of Ball Chemical. *See* Exhibit “P.” As per the Agreement attached hereto as Exhibit “B” and the Affidavit of Randall L.C. Russell attached hereto as Exhibit “A,” the Pennsylvania Department of State’s designation cannot serve as a basis for imputing Ball Chemical’s CERCLA liability upon Ranbar. Likewise, another possible source of confusion may exist from Ranbar accepting EPA’s *de minimis* settlement offer in 1998 in connection with the Caldwell Systems, Inc. Superfund Site. *See* Nexus Documents, Exhibit “O,” pp. 1-5. However, this cannot serve as a basis for liability in the present matter. Ranbar accepted EPA’s *de minimis* settlement offer in the Caldwell System’s action because it cost less for Ranbar to settle with EPA than it would have to contest its purported liability. *See* Exhibit “Q” (“While Ranbar did purchase some of the assets of Ball Chemical Company on or about October 1, 1984, the documents forwarded to Ranbar as Enclosure 2 Waste Transaction Documents identify only BBT, Inc., Ball Chemical Co. and Robert Bosch Power Tool as the applicable generators. Ranbar is not identified by the EPA as a contributor to the Caldwell Site and in fact did not contribute any responsibility with respect to the items set forth in Enclosure 2 Waste Transaction Documents. However, economic practicality dictates that Ranbar accept EPA’s offer, with the above caveat, and the benefits conferred thereby.”).

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desired to establish immediately the "Ranbar" name within the marketplace as a manufacturer and supplier of quality resins. *Id.* Therefore, Ranbar never operated under the name "Ball Chemical" nor has Ranbar held itself out as the continuation of Ball Chemical. *Id.* As provided for in Article IV of the Agreement, Ball Chemical retained any environmental liability for activities conducted by Ball Chemical prior to the asset transaction. *See* Exhibit "B." As noted above, "Ball Chemical Company, Inc." changed its name to "BBT, Inc." on October 15, 1984, and continues to exist as a registered Pennsylvania corporation.

Although one of the assets acquired by Ranbar was the right to use the name "Ball Chemical," Ranbar never used the name "Ball Chemical" and instead operated under the name "Ranbar." *See* Exhibit "A." Ranbar is not and never has been an affiliate of or otherwise related to Ball Chemical. *Id.* None of the shareholders of Ball Chemical/BBT were ever shareholders of Ranbar. Likewise, neither of the principals of Ball Chemical, Hiram and Henry Ball, were ever directors or officers of Ranbar. Management of Ranbar from its inception was the responsibility of Randall L.C. Russell who was not one of the principals of Ball Chemical/BBT. *Id.* Ranbar did hire some of the former employees of Ball Chemical, including some low-level supervisory employees and salespeople, but none of the corporate managers of Ball Chemical were hired by Ranbar. *Id.* Furthermore, Ranbar negotiated a separate contract with the unionized employees prior to the asset acquisition. *Id.*

It would be grossly unjust and contrary to law for EPA to hold Ranbar responsible for the actions of Ball Chemical. It would also be utterly inequitable to impute the potential liability of Ball Chemical to Ranbar as Ranbar has never contributed, hauled or disposed of any material to the Site and never did any business with the Site Owner. *Id.*

As the foregoing discussion demonstrates, the lack of *prima facie* requisites necessary to establish liability under CERCLA prohibits a determination that Ranbar is a PRP.

## **II. Legal Bases Precluding Ranbar's Designation as a PRP**

### **A. CERCLA, Generally**

By way of background, Congress designed CERCLA to impose liability upon "responsible parties" for the costs of cleaning up hazardous substances. In order to establish a *prima facie* case of liability under CERCLA, a plaintiff must demonstrate the following elements:

1. the defendant falls within one of the four categories of responsible parties;

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2. the hazardous substances are disposed at a facility;
3. there is a release or threatened release of hazardous substances from the facility into the environment;
4. the release causes the incurrence of response costs.

*Centerior Service Co. v. Acme Scrap Iron & Metal Corp.*, 153 F.3d 344, 347-348 (6<sup>th</sup> Cir. 1998) (emphasis added).

With regard to the present proceeding, the last three factors are not relevant because Ranbar does not fall within one of the four categories of responsible parties.

Responsible parties against whom response costs can be recovered include:

1. current owners and operators of the site;
2. owners and operators of the site at the time hazardous substances were released;
3. persons who arranged for the disposal or treatment of hazardous substances sent to the site; and
4. persons who accepted hazardous substances for transport to the site, and who selected the site for disposal.

42 U.S.C. § 9607 (a).

During the relevant time period, (i.e., 1950 to 1981) Ranbar did not exist and it neither arranged for the disposal of hazardous substances at the Site, nor did it ever transport hazardous substances to the Site. Therefore, as a matter of law, the elements necessary to impute direct liability to Ranbar under CERCLA for response costs at the Site cannot be satisfied. Whether these elements have been satisfied to impute direct liability to Ball Chemical/BBT is another matter and of no consequence to Ranbar.

#### **B. Successor Liability**

Since it is impossible to impose direct liability on Ranbar, EPA or another PRP would have to establish that Ball Chemical is a responsible party against whom response costs could be recovered and that Ranbar is the legal successor to Ball Chemical.

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There is significant disagreement among courts and commentators over whether, in enforcing CERCLA liability, courts should borrow state law, or instead apply a federal common law. *U.S. v. Bestfoods*, 118 S. Ct. 1876 (1998). However, the U.S. Court of Appeals for the Sixth Circuit has determined that state law governs in determining successor liability in CERCLA actions. *See Anspec Co. v. Johnson Controls, Inc.*, 922 F.2d 1240, 1247 (6<sup>th</sup> Cir. 1991); *City Management Corp. v. U.S. Chemical Co., Inc.*, 43 F.3d 244, 253 (6<sup>th</sup> Cir. 1994). In the instant case, even though Ranbar and Ball Chemical/BBT are Pennsylvania corporations, Ohio corporation law would likely govern in determining whether successor liability exists, as the alleged CERCLA violations occurred in Ohio and the Site is located in Ohio. *AT & T Global Information Solutions Co. v. Union Tank Car Co.*, 29 F.Supp.2d 857, 865 (S.D. Ohio 1998); *Cytec Industries, Inc. v. B.F. Goodrich Co.*, 196 F.Supp.2d 644, 654-655 (S.D. Ohio 2002).

A successor corporation generally assumes the predecessor's liabilities when stock is exchanged for assets. The converse is true when the acquiring corporation purchases assets for cash. *Kemper v. Saline Electronics*, 366 F.Supp.2d 550, 555 (N.D. Ohio 2005). Under Ohio's general rule of successor liability, when one corporation sells or transfers its assets to a second corporation, the purchaser does not become liable for the debts and liabilities of the seller. *Mickowski v. Visi-Trak Worldwide, LLC*, 321 F.Supp.2d 885, 888 (N.D. Ohio 2004) (emphasis added). The basic tenets of corporate law dictate that in an asset purchase scenario, the asset purchaser is not considered to be a corporate successor to its seller unless:

1. the purchasing corporation expressly or impliedly agrees to assume the liabilities of the other corporation;
2. the transaction amounts to a 'de facto' merger;
3. the purchasing corporation is merely continuing the other corporation's business; or
4. the transaction is a fraudulent transaction structured to evade liability.

*United States v. Mexico Feed and Seed Co., Inc.*, 980 F.2d 478, 487 (8<sup>th</sup> Cir. 1992); *Kemper*, 366 F.Supp.2d at 555.

Assuming *arguendo* that Ball Chemical is a responsible party liable for response costs, the first, and fourth exceptions would not be applicable to the present matter. The first exception would not apply because Ranbar did not agree to assume the pre-transaction

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liabilities of Ball Chemical. Instead, as noted above, Ball Chemical retained such liabilities pursuant to Article IV of the Agreement. *See* Exhibit "B." The fourth exception also would not apply because Ranbar began doing business seven years before EPA issued any 104(e) notice letters, and thus, fraud cannot be imputed. Therefore, the only colorable arguments that could possibly be made to attribute liability to Ranbar would have to be made under the second and third exceptions.

### 1. *De Facto Merger*

A *de facto* merger is a transaction that results in the dissolution of the predecessor corporation and is in the "nature of a total absorption" of the previous business into the successor. *Cytec Industries*, 196 F.Supp.2d at 657 citing *Welco Industries, Inc. v. Applied Cos.*, 617 N.E.2d 1129, 1134 (Ohio 1993). This type of merger makes the surviving corporation liable for the claims against the predecessor. The requirements for a *de facto* merger in Ohio are:

1. the continuation of the previous business activity and corporate personnel;
2. a continuity of shareholders resulting from a sale of assets in exchange for stock;
3. the immediate or rapid dissolution of the predecessor corporation; and
4. the assumption by the purchasing corporation of all liabilities and obligations ordinarily necessary to continue the predecessor's business operations.

*Id*; *Kemper*, 366 F.Supp.2d at 555-556 (the Ohio Supreme Court will not find that a *de facto* merger exists unless: "There is a continuity of shareholders which results from the purchasing corporation *paying for the acquired assets with shares of its own stock*, this stock ultimately coming to be held by the shareholders of the seller corporation so that they become a constituent part of the purchasing corporation.") (citations omitted) (emphasis in *Kemper*).

In *Miami County Incinerator Qualified Trust v. Acme Waste Management Co.*, 61 F.Supp.2d 724 (S.D. Ohio 1999), the plaintiff brought an action under Sections 107(a) and 113(f) of CERCLA, 42 U.S.C. §§ 9607(a) and 9613(f), against a number of PRPs, including Waste Management of Ohio, Inc. ("WMO"), to recover the costs that it and its members had expended to remediate the Miami County Incinerator hazardous waste site



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("MCI site"). *Id.* at 726-727.

The plaintiff did not contend that WMO was liable under CERCLA because of its actions with respect to the MCI site (i.e., because it disposed of waste at that site or transported waste to it); rather, the plaintiff sought to impose liability upon WMO on the basis of the actions of other entities which WMO purchased, after those actions had occurred. With respect to three of those entities, Avey Services, Inc. ("Avey"), Newman Container Service, Inc. ("Newman") and Pence Refuse Service ("Pence"), WMO argued that it was entitled to summary judgment, because it merely purchased the assets of those entities and therefore it was not liable as their successor. *Id.* at 728.<sup>3</sup>

The Court held that WMO was not the *de facto* successor to Avey, Newman and Pence, because the three transactions involved the exchange of assets for cash, none of the sellers received shares of stock in WMO, and each of the three sellers remained in operation after its assets were sold even though each seller was not in the waste hauling business. *Id.* at 728-730.

In the present matter, the evidence demonstrates that no *de facto* merger occurred. There is no evidence as to a continuation in terms of corporate management (no common corporate management between Ball Chemical and Ranbar) or operations (Ranbar purchased certain of the assets of Ball Chemical and promptly transitioned operations from the manufacture of paints to the manufacture of resins). *See* Russell Affidavit, Exhibit "A." Also, there clearly is no continuity of shareholders as the sale of assets were for cash and not stock. None of the shareholders of Ball Chemical/BBT were ever shareholders of Ranbar, and *vice versa*. The absence of evidence as to these two factors is alone sufficient to find that no *de facto* merger occurred. As to factor number three, it has little significance where, as here, Ball Chemical continues to do business as BBT. Lastly, Ranbar did not assume any of the obligations necessary to the uninterrupted continuation of business operations of Ball Chemical. When viewed in their totality, the factors do not evidence a *de facto* merger.

## 2. Mere Continuation

Employment of the "mere continuation" theory of liability would not alter the resolution of the present matter as it is virtually the same as the *de facto* merger theory and the two are difficult to distinguish. Many courts have combined the relevant inquiry under these two doctrines into a single analysis. *Luxliner P.L. Export, Co. v. RDI/Luxliner, Inc.*, 13 F.3d 69, 73 (3<sup>rd</sup> Cir. 1993); *Continental Ins. Co. v. Schneider, Inc.*, 810 A.2d 127, 135

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<sup>3</sup> The disposal of waste at the MCI site ended in 1978. WMO purchased the assets of Avey in 1983, of Newman in 1989, and of Pence in 1992. *Id.*

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(Pa. Super. 2002) (“[w]e note that courts have acknowledged the difficulty in differentiating between a mere continuation of business and a *de facto* merger”). This exception, like the *de facto* merger exception, requires a consideration of such factors as “continuity of management, personnel, location, assets, and operations.” *Atlas Tool Co., Inc. v. C. I. R.*, 614 F.2d 860 (3<sup>rd</sup> Cir. 1980); *United States v. Carolina Transformer Co.*, 978 F.2d 832, 838 (4<sup>th</sup> Cir. 1992) (traditionally, the mere continuation exception applies only when there is a common identity of officers, directors, and stock between the selling and purchasing corporations, and only one corporation after the transfer); *In the Matter of Heating Oil Partners*, E.P.A. Docket No. CWA-III-199 (September 21, 1998).

The “traditional mere continuation” test focuses on “the continuation of the corporate entity, not the business operation, after the transaction.” *Kemper*, 366 F.Supp.2d at 557-558 citing *Welco*, 617 N.E.2d at 1134. An example of a transaction in which the mere continuation exception would apply is where “one corporation sells its assets to another corporation with the same people owning both corporations. Thus, the acquiring corporation is just a new hat for, or reincarnation of, the acquired corporation.” *Welco*, 617 N.E.2d at 1134. Such a transaction is tantamount to a reorganization. *See id.*; *Mickowski*, 321 F.Supp.2d at 888 (“Under Ohio’s mere continuation exception to the rule on successor liability, the same people must own both the predecessor and the successor corporation for liability to attach”). Under this test, Ranbar must prevail because no such corporate identity between Ranbar and Ball Chemical exists.

In a somewhat analogous case, *U.S. v. Atlas Minerals and Chemicals, Inc.*, 824 F.Supp. 46 (E.D. Pa. 1993) (“*Atlas Minerals I*”), EPA instituted a removal action under Section 104(a)(1) of CERCLA, 42 U.S.C. § 9604(a)(1), and began the cleanup of a contaminated landfill. Thereafter, the United States filed suit against several defendants, seeking to recover cleanup costs under Section 107(a), and defendants filed a third party complaint against other PRPs that transferred waste to the landfill. One PRP third-party defendant was Garnet Electroplating Corporation (“Garnet Electroplating”), the successor to Garnet Chemical Corporation (“Garnet Chemical”) thirteen years after Garnet Chemical ceased its transfer of waste to the landfill at issue.

In *Atlas Minerals I*, Garnet Electroplating paid Garnet Chemical \$350,000 for its equipment, inventory, accounts receivable, real property, and good will. Garnet Electroplating also continued to do business at the same production facility, held itself out as the continuation of Garnet Chemical, and most of its employees were former Garnet Chemical employees. Moreover, Garnet Electroplating initially operated as Garnet Chemical before changing its corporate name to Garnet Electroplating.

Notwithstanding the common factors between the two corporations, the court held that Garnet Electroplating was not liable under the mere continuation theory for corporate

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successor liability under CERCLA because it had no ties to Garnet Chemical, and no evidence was produced that Garnet Electroplating knew of or was responsible for the transfer of hazardous waste to the landfill.

Likewise, in another cost recovery and contribution action pursuant to CERCLA, *U.S. v. Atlas Minerals and Chemicals, Inc.*, 1993 WL 482952 (E.D. Pa. 1993) ("*Atlas Minerals II*"), third-party plaintiffs alleged that Barclay Contracting Co. ("Barclay Contracting") was liable under Section 107(a) as the corporate successor to Barclay Cleaning Co., Inc., ("Barclay Cleaning") for Barclay Cleaning's dumping of waste at a landfill.

In *Atlas Minerals II*, Barclay Cleaning sold substantially all of its assets to John N. Schramak ("Schramak"), who was employed by Barclay Cleaning. Although the sale did not involve a transfer of stock, Schramak purchased certain accounts receivable, inventory, office furniture, machinery, equipment, vehicles, real estate, and the office building situated upon it. He also purchased a non-competition covenant and the right to use the Barclay name. Schramak operated under the fictitious name "Barclay Cleaning Service," and retained Barclay Cleaning's foreman. Schramak subsequently sold his entire business to the entity which would eventually become Barclay Contracting, and which retained Schramak as an employee.

The court found that Barclay Contracting did not arrange for the disposal of hazardous substances at the landfill, and even though one of its predecessors may have, the traditional theories of successor liability, as embodied in the four policy-based exceptions to the rule, did not apply. In so holding, the court stated that "the circumstances surrounding the successive businesses that operated under the name 'Barclay'" did not indicate that imposition of successor liability was appropriate. *Id.* at 4.

In another CERCLA case, *Cytec Industries, supra*, the B.F. Goodrich Company ("Goodrich") argued that the mere continuation theory of successor liability could be applied to the purchase of assets between Cytec Industries, Inc. ("Cytec") and American Home Products Corporation ("AHP").

In so arguing, Goodrich cited to the minutes of AHP's Board, which read in pertinent part: "Effective July 1, 1946, the property, assets and business of [AHP] were sold, transferred and assigned to [Cytec] in exchange for 30,5000 shares of [Cytec] common stock." Goodrich also cited to a portion of a "newspaper story that was quoted in the Board minutes that described the transaction, including the fact that the operation of the business would be continued under the same management." *Id.* at 655.

The Court stated that the fact that [Cytec] may have had "the same physical facilities, officers, employees, and product line" as when it was owned by AHP was not relevant

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because such facts were "not indicia of mere continuation." *Id.* The Court determined that the transaction between [Cytex] and AHP did not result in the same people owning both corporations because AHP continued to exist as a viable corporation after the transaction. Accordingly, the Court concluded that Goodrich's reliance on the mere continuation exception to the doctrine of successor nonliability was misplaced. *Id.*

In the present case, Ranbar was not a mere continuation of Ball Chemical because none of the necessary elements apply. There was no common identity of officers, directors, and stock between Ball Chemical and Ranbar after the asset purchase. Most importantly, there was not one corporation after the asset transfer with the same people owning both corporations. Rather, two corporations existed after the transfer, Ranbar and BBT f/k/a Ball Chemical. Accordingly, as a matter of law, there was no continuation of Ball Chemical by Ranbar, and Ranbar has no successor liability under CERCLA. *See Exhibit "A."*

### 3. Continuity of Enterprise/Substantial Continuity

In addition to not being liable as the successor to Ball Chemical under either the *de facto* and mere continuation doctrines, Ranbar is also not liable under the expanded test of the mere continuation doctrine, that being the "substantial continuity" test, or the "continuity of enterprise" theory, which some courts have recognized to infer that a successor company is a responsible party under CERCLA.

Although some courts have recognized the substantial continuity test, the substantial continuity test is not applicable in this case. The U.S. Court of Appeals for the Sixth Circuit has held that under Ohio law the substantial continuity exception to the general rule of nonliability of successor corporations is limited to product liability cases, and does not include CERCLA cases. *City Management Corp. v. U.S. Chemical Co., Inc.*, 43 F.3d 244 (6<sup>th</sup> Cir. 1994); *Miami County Incinerator Qualified Trust v. Acme Waste Management Co.*, 61 F.Supp.2d 724 (S.D. Ohio 1999). More recently, the U.S. Court of Appeals for the Third Circuit squarely rejected the "substantial continuity" theory of successor liability under CERCLA. In *United States v. General Battery Corp. Inc.*, No. 03-3515, slip op. at 35 (3<sup>rd</sup> Cir. Sept. 6, 2005), the Third Circuit noted that the U.S. Supreme Court held in *United States v. Bestfoods*, 524 U.S. 51 (1998), that "CERCLA does not, sub silentio, abrogate fundamental common law principles of indirect corporate liability." The Third Circuit concluded that "[a]ccordingly, 'substantial continuity' is untenable as a basis for successor liability under CERCLA." *Id.*

Even if a court were to choose not to follow the rulings in *City Management Corp. v. U.S. Chemical Co., Inc.* and *United States v. General Battery Corp. Inc.* and instead apply the substantial continuity test under CERCLA, the substantial continuity test would not serve

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as a means of ascribing Section 107(a) liability to Ranbar. The relevant factors in the substantial continuity analysis include:

1. retention of the same employees;
2. retention of the same supervisory personnel;
3. retention of the same production facilities in the same location;
4. retention of the same name;
5. production of the same product;
6. continuity of assets;
7. continuity of general business operations; and
8. whether the successor holds itself out as the continuation of the previous enterprise.

*Gould, Inc. v. A & M Battery and Tire Service*, 950 F.Supp. 653 (M.D. Pa. 1997) citing *Carolina Transformer*, 978 F.2d at 838.

As discussed *supra*, virtually none of the *Carolina Transformer* factors are applicable here. Ranbar did not operate under the name "Ball Chemical;" it did not produce the same product; it did continue the same general business operations of Ball Chemical; and did not hold itself out as the continuation of Ball Chemical. See Exhibit "A."

### III. Conclusion

Ranbar did not arrange for the disposal of hazardous substances at the Site and cannot be held directly liable under Section 107(a). Assuming *arguendo* that Ball Chemical is a "responsible party," none of the exceptions to the general rule that successor liability will not attach following a cash-for-assets transaction apply in this case. Therefore, Ranbar cannot be found liable for the activities of Ball Chemical prior to Ranbar's purchase of certain of the assets of Ball Chemical. As noted above, Ball Chemical continues to exist under the name "BBT, Inc."

As the foregoing establishes, Ranbar is not a PRP and must be removed from the list of PRPs for the Site.



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We look forward to EPA's response to this letter and attachments. In the meantime, if you have any questions or comments concerning this matter, please contact me at your earliest convenience.

Very truly yours,

A handwritten signature in cursive script, reading "Joseph R. Brendel".

Joseph R. Brendel

JRB/sng  
Attachments

cc: Randall L.C. Russell (w/attachments)  
Shawn N. Gallagher, Esquire (w/o attachments)

# EXHIBITS





**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA           )  
   )      SS:  
COUNTY OF WESTMORELAND               )

**I, Randall L.C. Russell, hereby state as follows:**

1. The following facts are true and correct to the best of my knowledge, information and belief.

2. I am the Chairman and Chief Executive Officer of Ranbar Technology, Inc. ("Ranbar"). Ranbar was formed as a Pennsylvania corporation on August 10, 1984 and was located at 114 William Flynn Hwy, Glenshaw, PA 15116 from 1984 until 2004. Ranbar is now located in Manor, Pennsylvania. Ranbar manufactures coating resins for architectural and industrial coatings.

3. On October 1, 1984, Ranbar purchased certain assets, including real estate and equipment, from Ball Chemical Company, Inc. ("Ball Chemical"), a paint manufacturing company. Although one of the assets acquired was the right to use the name "Ball Chemical", Ranbar never used the name "Ball Chemical" and instead operated under the name "Ranbar."

4. After Ranbar purchased certain of the assets of Ball Chemical, Ball Chemical changed its name to BBT, Inc. ("BBT") on or about October 15, 1984. BBT subsequently sold or otherwise disposed of certain equipment and inventory of Ball Chemical that had not been acquired by Ranbar (e.g., certain inventory and the Cleanola line of spray equipment). To the best of my knowledge, BBT continues as a registered Pennsylvania corporation to date.

5. Ranbar purchased certain of the assets of Ball Chemical with the intent of promptly transitioning operations from the manufacture of paints to the manufacture of resins. During this brief transition period, Ranbar did sell some existing paint inventory and Ranbar

continued to manufacture paints in response to orders from the previous customers of Ball Chemical, but these limited sales of paints were documented with invoices and other paperwork using the "Ranbar" name rather than the name "Ball Chemical."

6. Ranbar desired to establish immediately the "Ranbar" name within the marketplace as a manufacturer and supplier of quality resins. Therefore, Ranbar never operated under the name "Ball Chemical" nor has Ranbar held itself out as the continuation of Ball Chemical.

7. None of the shareholders of Ball Chemical/BBT were ever shareholders of Ranbar. Likewise, neither of the principals of Ball Chemical, Hiram and Henry Ball, were ever directors or officers of Ranbar. Management of Ranbar from its inception was my responsibility. Ranbar did hire many of the former employees of Ball Chemical, including some low-level supervisory employees and salespeople, but none of the corporate managers of Ball Chemical were hired by Ranbar. Furthermore, Ranbar negotiated a separate contract with the unionized employees prior to the asset acquisition.

8. I was not and have never been one of the principals of Ball Chemical/BBT.

9. Pursuant to the terms of the Asset Purchase Agreement between Ranbar and Ball Chemical, Ball Chemical retained any environmental liability for activities conducted by Ball Chemical prior to the asset transaction.

10. I first became aware of the contamination at the Chemical Recovery Systems Superfund Site, 142 Locust Street, Elyria, Ohio 44035 (the "Site"), when Ranbar received a letter from EPA dated March 2, 2001, which stated that Ranbar Technology/BBT, Inc. f/k/a Ball Chemical Company was a potentially responsible party ("PRP") at the Site


11. Ranbar sent letters to EPA on five separate occasions informing it that they have mistaken Ranbar with Ball Chemical/BBT.

12. Ranbar never contributed, hauled or disposed of any material to the Site and never did any business with the owner of the Site.

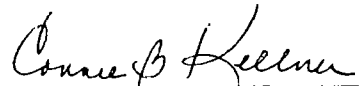
13. In a previous CERCLA action, EPA notified Ranbar that Ranbar Technology aka BBT, Inc. c/o Ball Chemical Company was a PRP at the Caldwell Systems, Inc. Superfund Site. Ranbar accepted EPA's *de minimis* settlement offer in 1998 in connection with the Caldwell Systems, Inc. Superfund Site because it was my belief that it would cost less for Ranbar to settle with EPA than it would have to contest its purported liability. However, Ranbar accepted EPA's *de minimis* settlement offer with the following caveat:

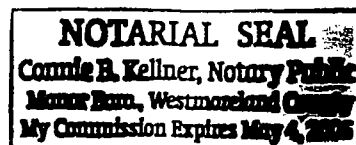
While Ranbar did purchase some of the assets of Ball Chemical Company on or about October 1, 1984, the documents forwarded to Ranbar as Enclosure 2 Waste Transaction Documents identify only BBT, Inc., Ball Chemical Co. and Robert Bosch Power Tool as the applicable generators. Ranbar is not identified by the EPA as a contributor to the Caldwell Site and in fact did not contribute any responsibility with respect to the items set forth in Enclosure 2 Waste Transaction Documents.

14. I make this Affidavit subject to the penalties of 18 Pa.C.S.A. § 4903 relating to false swearing to authorities.

  
Randall L.C. Russell

Sworn to and subscribed  
before me this 5 day  
of October, 2005.

  
Notary Public





ASSET PURCHASE AGREEMENT

By and Between

BALL CHEMICAL COMPANY,

Seller

And

RANDALL L. C. RUSSELL,

Buyer

*August 1*

~~July~~ \_\_, 1984

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ASSET PURCHASE AGREEMENT

Made this 1<sup>st</sup> day of August, 1984

By and Between

BALL CHEMICAL COMPANY, a corporation organized and existing under the laws of Pennsylvania (the "Seller"), and RANDALL L. C. RUSSELL, an individual (the "Buyer").

WITNESSETH:

WHEREAS, prior to the execution hereof, the Board of Directors of Seller has approved the sale of certain of its assets to Buyer; and

WHEREAS, Buyer desires to purchase such assets on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Seller and the Buyer covenant, represent, warrant, stipulate and agree as follows:

I. Sale and Purchase of the Assets. Subject to the terms and conditions of this Agreement, Seller covenants and agrees to sell, assign, transfer and deliver to Buyer, and Buyer covenants and agrees to purchase and accept from Seller, the Assets, as described and defined in Article III hereof, in the manner and for the consideration hereinafter set forth.

II. Closing and Closing Date. The closing hereunder (the "Closing") shall take place at the offices of Buchanan Ingersoll Professional Corporation at 9:00 o'clock A.M., local time, on September 30, 1984, or at such other place and time and date as may be agreed to in writing by Seller and Buyer, but in no event later than November 15, 1984. With respect to such November 15, 1984 date, time shall be of the essence. The date for closing as determined under this Article is herein called the "Closing Date."

### III. Transfer of the Assets.

A. Seller shall, at the Closing on the Closing Date, by general warranty deeds and bills of sale and other appropriate documents reasonably satisfactory to Buchanan Ingersoll Professional Corporation, counsel for Buyer, transfer to Buyer, free and clear of any claim, suit, proceedings, restriction, limitation, security interest, pledge or lien or encumbrance of any kind or nature whatsoever, except those, if any, which are set forth on Exhibit A hereto, all, except as hereinafter excluded, of the properties, interests in properties, and assets of every nature and description which were owned by Seller on March 31, 1984, and which were thereafter acquired by Seller, including, without in any way limiting the generality of the foregoing:

(i) All fixed assets owned by Seller including all land, land improvements, buildings, machinery and equipment, computers, furniture, furnishings, plant and office equipment, leasehold improvements, vehicles, tools, spare parts and other fixed assets;

(ii) All inventories owned by Seller including raw materials, work in process, finished goods and supplies;

(iii) All operating data, software, records and intangible assets owned by Seller, including, but not by way of limitation, books, records (other than corporate minute books, stock records and tax records and related books of account of Seller), sales and sales promotional data, customer lists, credit information, cost and pricing information, supplier lists, drawings, processes, formulae, compounds, trade secrets and proprietary information, agreements, leases, licenses, reference catalogs, rights to the name "Ball Chemical Company," and other similar property and rights owned by Seller;

(iv) Patents, trademarks, trade names and copyrights to the extent now owned by Seller and/or utilized in the business of Seller, all of which are listed and identified on Exhibit B hereto; and

(v) The accounts receivable shown on the attached Exhibit C.

The properties and assets to be transferred by Seller to Buyer hereunder at the Closing on the Closing Date are herein called the "Assets."

B. There shall be excluded from the assets and properties of Seller to be sold and transferred to Buyer pursuant to this Agreement, and the term "Assets" shall not mean or include:

- (i) Cash and marketable securities on hand or on deposit;
- (ii) Accounts and notes receivable, and prepaid items, except as specifically listed on Exhibit C;
- (iii) All federal, state and local permits, licenses and similar authorizations relating to the business of Seller to the extent they are not assignable or transferrable;
- (iv) The issued and outstanding capital stock of Chemical Decoration Company;
- (v) All properties and interests in properties which have been or will be sold or consumed by Seller in the ordinary course of its business subsequent to March 31, 1984 and prior to the Closing Date;
- (vi) Minute books, stock books and other books and records pertaining to the corporate existence of Seller; and
- (vii) Contracts and agreements of Seller to the extent not assigned to and expressly assumed by Buyer.

#### IV. Payment for the Assets and Assumption of Certain Liabilities

A. Hand Money. Upon execution of this Agreement, Buyer will immediately pay to Seller the sum of \$25,000.00 as an earnest money deposit to be applied against the purchase price at the Closing Date. Sellers hereby acknowledge acceptance and receipt of same.

In the event that the transactions contemplated by this Agreement do not close on or before the November 15, 1984 or any extension mutually agreed upon by the parties, and such failure to close is not due solely to Buyer's material breach of this Agreement, Sellers shall immediately refund such earnest money deposit to Buyer.

B. Conditions. Buyer shall, at the Closing on the Closing Date, purchase the Assets and pay therefor to Seller the sum of \$769,457.00, less any hand monies previously paid, and further subject to adjustment as provided herein, in certified or cashier's check or checks, to be allocated among such Assets in the manner set forth on Exhibit D, attached hereto and made part hereof. In addition thereto, Buyer shall assume, by instrument of assumption reasonably satisfactory to Miller & Miller, Esq., counsel to Seller, and discharge as they become due, the following liabilities and obligations of Seller and no others:

(1) All liabilities and obligations of Seller shown on the attached Exhibit E hereto, to the extent that such liabilities and obligations are so shown and have not been paid on or prior to the Closing Date.

(2) All liability of Seller to perform contracts and customers' orders entered into or received in the ordinary course of business and relating to the sale of products or providing of services of Seller on hand and unfilled on the Closing Date and not in default (either as to performance or as to the time required to properly prepare for performance), and all liability of Seller under contracts and orders for the purchase of materials and supplies entered into by Seller in the ordinary course of business and outstanding and unfilled on the Closing Date.

C. The liabilities and obligations described in (1) and (2) above so and to the extent to be assumed by Buyer shall be herein referred to as "Assumed Liabilities."

D. Adjustment To Purchase Price. The purchase price for the Assets has been determined in part based on the Seller's valuation of inventories as shown upon its March 31, 1984 unaudited Balance Sheet. It is agreed between the parties that the purchase price to be paid for the Assets will be adjusted upward or downward from \$769,457.00 based upon a physical count and pricing of Seller's inventories as of the Closing Date to be made by the Seller, and audited by the Seller's accountants, and observed and confirmed by Buyer and Buyer's accountants. Buyer's and Seller's accountants, acting jointly, shall have the authority to make any adjustments to same as they may deem proper, such adjustments to be deemed final so long as in accordance with generally accepted accounting principles, consistently applied with those used by the Seller on the March 31, 1984 Balance Sheet.

Should it be determined that the value of Seller's inventories which are good and salable and usable in the ordinary and present course of Seller's business, calculated on a LIFO basis as at the Closing Date, is less than \$302,866 (or such lesser number as is determined by audit to be the correct LIFO valuation as of March 31, 1984), the purchase price shall be reduced by a similar amount.

Should it be determined that the value of such inventories calculated on a FIFO basis as at the Closing Date is greater than \$454,276 (or such greater number as is determined by audit to be the correct FIFO valuation as of March 31, 1984) the purchase price will be increased by a similar amount, which amount will be promptly paid by Buyer to Seller.

E. Seller shall, forthwith upon the execution of this Agreement, take such steps as may be necessary to secure the consent by the respective parties involved to the assumption by Buyer of the Assumed Liabilities, and Buyer shall cooperate with Seller in this undertaking.

V. Escrow.

A. Immediately following the Closing Date, Seller shall deliver in escrow to Dollar Savings Bank, Escrow Agent, from the consideration received by Seller for the Assets, cash in an amount equal to \$50,000 of the purchase price for the Assets, to be held for a period of fifteen (15) days after completion of the audit of inventories and mutual agreement of the auditors as provided in Section 4D, under an agreement in the form attached hereto as Exhibit F, for the purpose of provided security for a reduction in the purchase price due to inventory valuation as at the Closing Date.

B. Immediately following the Closing on the Closing Date, Seller shall also deliver in escrow to Dollar Savings Bank, Escrow Agent, from the consideration received by Seller for the Assets, additional cash in an amount equal to \$100,000.00 of the purchase price for the Assets, to be held for a period of twenty-four (24) months from the Closing Date under an agreement in the form attached hereto as Exhibit F-1, for the purpose of providing security for the payment of any claim, suit, liability, loss, damage, fine or expense asserted, threatened against or incurred by Buyer arising out of any inaccurate representations or breaches of covenants, warranties or agreements made by or on behalf of Sellers in this Agreement, and/or related to the sale, manufacture, storage or disposal prior to the Closing Date of chemical or toxic wastes or substances by Seller.

VI. Representations and Warranties and Related Covenants and Agreements of Seller. Seller represents and warrants to Buyer, and covenants and agrees with Buyer, as follows:

6.1 Corporate Status. Seller is a corporation duly organized and existing and in good standing under the laws of the Commonwealth of Pennsylvania and will continue to be so as of the Closing Date. Seller has and will have at the Closing Date full power and authority to carry on its business.

6.2 Financial Statements.

A. Attached hereto, made part hereof and marked Exhibit G are true and correct and complete copies of the following financial statements of Seller, in each case together with the Notes thereto, which have been prepared in conformity with generally accepted accounting principles applied on a consistent basis, and which present fairly the financial position and results of operations of Seller at the dates and for the periods specified:

(a) Audited Balance Sheets of Seller as of the end of each of its last five fiscal years, and unaudited Balance Sheet of Seller as of March 31, 1984; and

(b) Audited Income Statements and Statements of Changes in Financial Position for each of such years, and unaudited Income Statement for the three-month period ended March 31, 1984.

*RJR*  
*material or extraordinary or*  
*adverse.* There will be no *material or extraordinary or* adverse change in the assets or liabilities of Seller from the date hereof through the Closing Date. Since December 31, 1983 Seller has conducted its business in a normal and customary manner and will continue to do so from the date hereof through the Closing Date. The books and records of Seller from which the financial statements, Exhibit G hereto, were prepared, properly and accurately record the transactions and activities which they purport to record, and such books and records will properly and accurately so record such transactions and activities from March 31, 1984 through the Closing Date.

6.3 Owned Real Estate. Exhibit H, attached hereto and made part hereof, sets forth true and correct and complete legal descriptions of all parcels of real estate owned by Seller, all of which are now and will be on the Closing Date owned in fee simple, free and clear of any claim, lease, mortgage, security interest, encumbrance, lien, conditional sale agreement or other title retention agreement, or to the best of Seller's knowledge restriction (including any present or proposed zoning or use or building restriction), or easement, of any kind or nature which would now, or on the Closing Date, either singly or in the aggregate interfere in any material way with the present or any intended use of any such real estate, or substantially decrease its value.



6.4 Leased Real Estate. Seller is the lessee under the oral real estate leases described on Exhibit I, attached hereto and made part hereof. Seller now enjoys and on the Closing Date will enjoy quiet and undisturbed possession under each of said leases. To the best of Seller's knowledge, such leased real estate is free and clear of any present or proposed zoning or use or building restriction which would now, or on the Closing Date, either singly or in the aggregate interfere in any material way with the present or any intended use of any of such leased real estate. Said leases now are, and on the Closing Date will be, valid and binding and in full force and effect, and are not now, and on the Closing Date will not be, in default as to the payment of rent or otherwise.

6.5 Owned and Leased Tangible Personal Property. A true and correct schedule setting forth a brief description of all of the major items of tools, equipment, vehicles, furniture and fixtures and other items of tangible personal property owned or leased by Seller, all being located as indicated thereon, and all being freely removable by Seller unless otherwise stated, is attached hereto, made part hereof and marked Exhibit J. Title to all of items of tangible personal property to be transferred to Buyer is now and on the Closing Date will be held by Seller free and clear of any claim, lease, mortgage, security interest, conditional sale agreement or other title retention agreement, restriction or lien or encumbrance of any kind or nature whatsoever. Said leases now are, and on the Closing Date will be, valid and binding and in full force and effect, and are not now, and on the Closing Date will not be, in default as to the payment of rent or otherwise. True and correct and complete copies of said leases, if any, have heretofore been delivered by Seller to Buyer.

6.6 Physical Condition of Operating Assets. To the best of Seller's knowledge, all of the owned and leased real estate of Seller and the structures erected thereon and all of the owned and leased tangible personal property of Seller are in good repair and condition and are suitable and sufficient for the conduct of the present business of Seller.

6.7 Inventories and Supplies. All of Seller's inventories (raw materials, work in process and finished goods) and supplies are reflected on the Balance Sheets of Seller, part of Exhibit G hereto, at cost (in the case of raw materials) or standard manufacturing cost, determined on a LIFO basis, or market, whichever is lower; and now are, and on the Closing Date will be, good and usable or salable in the ordinary and present course of

Seller's business, and free and clear of any claim, security interest, pledge or lien or encumbrance of any kind or nature whatsoever.

6.8 Patents and Certain Other Intellectual Property Rights. To the best of Seller's knowledge, attached hereto, made part hereof and marked Exhibit B is a true and correct schedule which describes all of the patents, trademarks, trademark applications, trade names and copyrights owned by Seller, and all licenses, franchises, permits, authorizations, agreements and arrangements that concern the same or that concern like items owned by others and used by Seller, true and correct and complete copies of all of which having heretofore been delivered by Seller to Buyer. Seller has no knowledge of and has not received any notice of conflict with the asserted rights of others with respect to any of said intellectual property rights, or any other intellectual property rights used by Seller in its business. To the best of Seller's knowledge, Seller owns or is licensee of all rights necessary to conduct the present business of Seller.

6.9 Engineering Drawings and Know-How. Seller now owns, and on the Closing Date will own, free and clear of any claim or restriction or royalty or other payment, all manufacturing, engineering and other drawings, designs, product formulae, compounds, processes, technology, and other data and information, and trade secrets and know-how, necessary for the production of its products and the conduct of its present business.

6.10 Prepaid Items and Deposits. Attached hereto, made part hereof and marked Exhibit K is a true and correct schedule which describes all of the prepaid items and deposits of Seller as of March 31, 1984.

6.11 Insurance and Bonds. Attached hereto, made part hereof and marked Exhibit L is a true and correct schedule listing all policies of insurance and all surety and other bonds to which Seller now is a party. To the best of Seller's knowledge all of such policies and bonds are valid and in full force and effect at the present time, and no claim has been made, or notice given, and there exists no ground, to cancel or avoid any of said policies or bonds or to reduce the coverage provided thereby. All of said insurance policies and bonds which are now in effect shall continue to remain in full force and effect through the Closing Date in accordance with their respective terms.

6.12 Employee Agreements and Plans.

A. Seller is not a party to or obligated to contribute to any employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA") (an "Employee Benefit Plan"), specifically including but not limited to, guaranteed annual income plan, fund or arrangement, or any incentive, bonus, profit sharing, pension, deferred compensation, stock option or purchase plan or agreement or arrangement, or any employment or consulting agreement, or any collective bargaining agreement, or any other agreement, plan or arrangement similar to or in the nature of the foregoing, oral or written, except those set forth on Exhibit M attached hereto and made part hereof. True and correct and complete copies of all of the written plans (or contribution agreements to multiemployer plans) and agreements and true and correct and complete written descriptions of all of the oral arrangements described in Exhibit M have heretofore been delivered by Seller to Buyer. Except as set forth on Exhibit M, Seller has no unfunded liabilities on account of or in connection with any such plan, agreement or arrangement which is a nonmultiemployer plan.

B. With respect to any Employee Benefit Plan sponsored solely by Seller which covers employees of Seller: (1) except as set forth on Exhibit M, neither such Employee Benefit Plan nor any fiduciary has engaged in a prohibited transaction as defined in Section 406 of ERISA; (2) all filings and reports as to such Employee Benefit Plan required to have been made on or before the Closing Date to the Internal Revenue Service (the "IRS"), to the United States Department of Labor or, if applicable, to the Pension Benefit Guaranty Corporation, have been or will be duly made on or before that date; (3) all disclosures to employees relating to such Employee Benefit Plan required by ERISA to have been made on or before the Closing Date have been or will be duly made on or before that date; (4) there is no litigation, disputed claim, governmental proceeding or investigation pending or threatened with respect to any such Employee Benefit Plan, its related trust, or any fiduciary, administrator or sponsor of such Employee Benefit Plan; (5) such Employee Benefit Plan has been established, maintained, funded and administered in all material respects in accordance with its governing documents, and any applicable provisions of ERISA, the IRC and all regulations promulgated thereunder; and (6) Seller has delivered to Buyer a true and correct and complete copy of (i) the most recent Form 5500 of each such Employee Benefit Plan filed with the IRS and

the Department of Labor, (ii) each trust or custodial agreement and each deposit administration, group annuity, insurance or other funding contract associated with such Employee Benefit Plan, (iii) the most recent financial information for such Employee Benefit Plan, and (iv) where available, the most recent actuarial report or valuation relating to such Employee Benefit Plan which has been delivered to Seller by its actuaries.

C. With respect to any multiemployer Employer Benefit Plan (including any Employee Pension Benefit Plan), all contributions due from Seller to such plan have been paid in a timely manner and any additional contribution due on or prior to the Closing Date shall have been paid.

D. Exhibit M also sets forth, with respect to collective bargaining and similar agreements with employees as a group, a description of every pending or, to the knowledge of Seller, threatened strike, work stoppage or other material dispute under any such agreement at the date hereof, and a brief description of each strike or other material dispute under any such agreement or like agreement subsequent to April, 1981, known to Seller. Neither Seller nor any of its agents, representatives or employees has committed any unfair labor practice as defined in the National Labor Relations Act of 1947, as amended, or in any applicable state labor relations act, and there is not now pending or threatened any charge or complaint against Seller by the National Labor Relations Board or any state labor relations board or commission or any representative thereof.

6.13 Other Material Contracts. Attached hereto, made part hereof, and marked Exhibit N is a true and correct and complete list of all other (i.e., not identified on one or more of the foregoing Exhibits hereto) material contracts, agreements, understandings and arrangements, oral and written, to which Seller is a party or by which it is bound ("material contracts"). For purposes of this Paragraph, "material" shall mean containing an obligation (i) requiring, or reasonably anticipated to require, payment of more than \$1,000 in any twelve (12) month period, or (ii) not terminable by or on Seller's behalf, without penalty, within thirty (30) days after the Closing Date, (iii) terminable by or on behalf of the other party on ninety (90) days notice or less, or (iv) having a term of more than three (3) months, or (v) of guaranty or suretyship irrespective of the term or amount involved. True and correct and complete copies of the written material con-

tracts and true and correct and complete written descriptions of the oral material contracts have heretofore been delivered by Seller to Buyer. All material contracts now are, and on the Closing Date will be, in full force and effect, and to the best of Seller's knowledge there exists no default, and no event has occurred which through notice or the passage of time or otherwise may result in a default, under the terms of any of the material contracts, except as set forth on Exhibit O.

6.14 Customers. Attached hereto, made part hereof, and marked Exhibit P is a true and correct list setting forth each customer of Seller the purchases of which from Seller equaled or exceeded 1% of the revenues of Seller for the fiscal year ended December 31, 1983. Seller has a good and ongoing relationship with each such customer, and Seller has no reason to believe that there will be any adverse change in any such relationship, whether as a result of the consummation of the transactions provided for by this Agreement or otherwise.

6.15 Compliance with Other Laws. Seller has complied in all material respects with all laws, statutes, rules, regulations, orders and engineering standards of, and has secured all necessary permits and authorizations and licenses issued by, federal, state, local and foreign agencies and authorities, applicable to its business, properties and operations (including but not limited to those concerned with energy, environmental protection and pollution control, the manufacture, use, storage and disposal of chemical or toxic wastes or substances, franchising and other distribution arrangements, antitrust and trade regulation, civil rights, labor and discrimination, safety and health, zoning and land use), the violation of which (or, in the case of necessary permits, authorizations or licenses, the failure to secure) could have a material adverse effect on the business, operations, properties or assets, or on the condition, financial or otherwise, of Seller, a complete list of all such permits, authorizations and licenses being attached hereto, made part hereof and marked Exhibit Q (true and correct and complete copies of which have heretofore been delivered by Seller to Buyer, and true and correct and complete copies of all such permits, authorizations and licenses which are issued from the date hereof through the Closing Date to be delivered on that date by Seller to Buyer).

Seller will use its best efforts to transfer and assign to Buyer on the Closing Date all permits, authorizations and licenses necessary or appropriate to the operations of the business and the Assets to be transferred hereunder. To the extent not trans-

ferrable or assignable, Seller hereby authorizes Buyer to continue operations at the premises using Seller's permits, authorizations and licenses, for such period of time, and only such period of time, until Buyer, acting with due diligence, can obtain such permits, authorizations and licenses in its own name. Buyer agrees to indemnify and hold Seller harmless from and against any and all liability, suits, claims, damage or expense related to Buyer's use of Seller's permits, authorizations and licenses after the Closing Date pursuant to this Section.

6.16 Absence of Conflict or Breach. The execution, delivery and performance of this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or By-laws of Seller, or of any law, statute, rule or regulation of any governmental authority, or conflict with or result in a breach of any of the terms, conditions or provisions of any judgment, order, injunction, decree or ruling of any court or arbitration tribunal or governmental authority to which Seller is subject, or of any provision of any agreement or understanding or arrangement to which Seller is a party or by which it is bound, or constitute a material default thereunder, or give to others any interests or rights, including any rights of acceleration, termination or cancellation, in or with respect to the business or assets of Seller, or of any agreement, understanding or arrangement to which it is a party or by which it is bound.

6.17 Litigation. Except as set forth on Exhibit R, attached hereto and made part hereof, there are no actions at law or in equity, or arbitration proceedings, or claims or investigations, pending or threatened, or to the best of Seller's knowledge state of facts existing, which could give rise to any such action, proceedings, claim or investigation, which could adversely affect Seller or the Assets.

6.18 Personnel Matters. Attached hereto, made part hereof and marked Exhibit S is a true and correct schedule setting forth as of the date hereof: (i) the names and job designations, descriptions and locations of all union and non-union employees, consultants and agents of Seller, the current remuneration of each, including fringe benefits, and the basis for determining such remuneration if other than a fixed salary rate. Seller shall make no change in any of the foregoing from the date hereof through the Closing Date without the prior written consent of Buyer.

6.19 Change of Name of Seller. Seller shall, on the Closing Date or promptly thereafter, file the necessary documents with the Secretary of State of Pennsylvania, and take such other required action, if any, to change its name to a name substantially dissimilar to Ball Chemical Company.

6.20 Binding Obligations. This Agreement has been duly executed and delivered by the Seller and constitutes, and the other instruments to be executed and delivered pursuant hereto when duly executed and delivered by Seller will constitute, legal, valid and binding obligations of Seller enforceable in accordance with their respective terms, except as the enforceability thereof may be affected by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally and the possible unavailability of certain equitable remedies, including the remedy of specific performance.

6.21 No Undisclosed Information. Except as disclosed herein, including the Exhibits hereto, Seller has no knowledge of any matter which might have a material adverse effect on the Assets, the Assumed Liabilities or the financial condition of Seller or which is necessary for a full understanding of the Assets, the Assumed Liabilities or the financial condition of Seller. Neither this Agreement nor any document, certificate or statement furnished or to be furnished to Buyer by or on behalf of Seller in connection with the transactions provided for herein contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

VII. Representations and Warranties and Related Covenants and Agreements of Buyer. Buyer represents and warrants to Seller, and covenants and agrees with Seller, as follows:

7.1 Status. Buyer is an individual.

7.2 Power and Authority. Buyer has power to enter into and carry out this Agreement, has no contractual or other restriction upon his so doing.

VIII. Waiver of Compliance with Bulk Transfer Requirements. Except for Assumed Liabilities, Seller shall pay and discharge as they become due all liabilities and obligations to creditors of Seller entitled to assert, under any Bulk Transfer Act or Acts,

claims against Buyer as the transferee of the assets of Seller, and in consideration thereof Buyer waives compliance by Seller with the provisions of any such Act or Acts.

IX. Negative Covenants of Seller. Seller covenants and agrees that from and after the date hereof, and through the Closing Date, Seller will not, except with the prior written consent of Buyer:

9.1 Propose or effect a split or reclassification of the outstanding capital stock of Seller or a recapitalization of Seller;

9.2 Mortgage, pledge or otherwise encumber any of its assets, or dispose of, or make any agreement with respect to the disposition of, any of its assets except for the sale of its products in the ordinary course of business;

9.3 Make any capital commitment or expenditure of more than \$3000.00, or any unusual or extraordinary commitment or expenditure, or incur or become liable for any other obligation or liability except current liabilities in the ordinary course of business;

9.4 Make any bids or proposals or enter into any contracts for the performance of services by Seller which take more than three (3) months to perform;

9.5 Adjust in any way, either directly or indirectly, the compensation or benefits paid or payable to any shareholder, officer, director, consultant, agent or employee of Seller, except as required under existing collective bargaining agreements or other existing agreements described in one or more of the Exhibits hereto;

9.6 Waive any right of value; or

9.7 Do any act or thing which under the terms and conditions of this Agreement would be inappropriate or in violation of any of the covenants, stipulations or agreements of Seller hereunder, or which would make any representation or warranty of Seller hereunder inaccurate or untrue as of the Closing Date.

X. Affirmative Covenants of Seller. Seller covenants and agrees that from and after the date of this Agreement and through the Closing Date it shall use its best efforts to:

10.1 Conduct its business efficiently, retain the good will associated therewith, retain its present organization, customers and suppliers, and keep available the services of such of its present employees as Buyer shall designate; and



10.2 Satisfy the conditions to the obligations of Buyer specified in Article XII hereof.

XI. Indemnification. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, damages, losses and expenses arising out of any and all inaccurate representations and out of any and all breaches of covenants and warranties and stipulations and agreements and certifications made by or on behalf of Seller in this Agreement or in any document delivered hereunder, or arising out of or resulting from any occurrence prior to the Closing Date and not disclosed herein or in documents delivered hereunder and specifically assumed by Buyer as one of the Assumed Liabilities. Buyer shall defend, indemnify and save Seller harmless from and against any and all claims, liabilities, damages, losses and expenses, arising out of any and all inaccurate representations and out of any and all breaches of covenants and warranties and stipulations and agreements and certifications made by or on behalf of Buyer in this Agreement or in any documents delivered hereunder, and from any Assumed Liabilities to the extent fully disclosed by Seller as required in this Agreement.

Seller shall also fully and completely indemnify and hold Buyer harmless from and against any and all claims, liabilities, damages, losses and expenses incurred, filed, made or threatened prior to the Closing Date and within a two (2) year period following the Closing Date related to the manufacture, use, storage and/or disposal of chemical or toxic wastes or substances prior to the Closing Date, whether on or off the premises, by Seller or third parties. Seller's liability shall not be limited by the fact that Seller fully complied with all applicable laws and regulations with respect to chemical and toxic wastes and substances and has no knowledge of any claim or violation related thereto.

XII. Conditions to Obligations of Buyer. The obligation of Buyer hereunder shall be subject to the following conditions, any or all of which may be waived in writing by Buyer:

12.1 That each of the representations and warranties of Seller set forth in Article VI hereof shall be true and correct on and as of the Closing Date with the same effect as if made at such time; and that Seller shall have in all respects performed and complied with each of the agreements, covenants, stipulations, terms and conditions

hereof applicable to Seller, including the covenants and agreements set forth in Article VI hereof.

12.2 That since March 31, 1984 and on or prior to the Closing Date there shall have been no material or extraordinary adverse change in the Assets, liabilities or financial condition of Seller.

12.3 That since March 31, 1984 and on or prior to the Closing Date, Seller shall not have suffered any loss on account of fire, flood, accident, strike or other calamity which has an adverse effect on its financial condition or the Assets or any part thereof, whether or not such loss shall have been covered by insurance.

12.4 That Seller shall have executed and delivered to Buyer on the Closing Date a certificate, dated that date, to the effect of each of the provisions of Paragraphs 12.1, 12.2 and 12.3 of this Article XII, is true and correct, signed by the Chief Executive Officer and Chief Financial Officer of Seller.

12.5 That Seller shall have furnished to Buyer on the Closing Date an opinion of its counsel, Miller & Miller, Esq. in form and substance reasonably satisfactory to Buchanan Ingersoll Professional Corporation, counsel for Buyer, to the matters shown on the attached Exhibit T.

12.6 That no action or proceeding shall have been instituted or threatened to set aside the transactions provided for herein or to enjoin or prevent the consummation thereof.

12.7 That the Board of Directors and the shareholders of Seller shall have duly authorized the execution and carrying out of this Agreement and that Seller shall deliver to Buyer on the Closing Date copies of resolutions of the Board of Directors and of the shareholders of Seller certified by the Secretary of Seller evidencing the same.

12.8 That Seller shall deliver to Buyer at the Closing on the Closing Date such real and personal property and sales tax releases as Buyer may reasonably request.

12.9 That the Employment Agreement with Joseph H. Taylor, and the Consulting Agreements with Hiram P. Ball and Henry C. Ball in the form provided in the attached Exhibits U-1, U-2 and U-3 shall have been executed and delivered.

12.10 That Buyer shall have obtained a policy of title insurance on the real property to be conveyed hereunder written by a reputable title insurer chosen by Buyer, at regular rates and indicating compliance with all zoning, use and building laws, and free

and clear title in Seller, without restriction, encumbrance or exception which might adversely affect the title to or the intended use of the property.

12.11 That on or before September 30, 1984 (the "Commitment Date), Buyer shall obtain a commitment (the "Commitment") from an appropriate lending institution to finance the purchase price to be paid by Buyer in an amount suitable to Buyer, which amount shall include the sum of \$150,000 earmarked for renovations to the premises. Such financing shall be repayable over a term of ten (10) years, shall be at an interest rate no greater than 75% of the lending institution's prime rate and shall require the payment of no more than \$5,000 in initial fees and additional interest.

12.12 That on or before the Commitment Date, the acquisition by Buyer and the financing thereof and of the renovations shall have been approved in writing by appropriate industrial development authorities having jurisdiction and by the Pennsylvania Department of Commerce.

12.13 That at the Closing, Buyer shall receive an opinion from a bond counsel selected by it wherein such counsel shall certify that the interest payable in connection with the financing effected pursuant to Section 12.12 hereof is exempt from federal and Pennsylvania income tax to the holder of such financing, subject only to such qualifications as shall be acceptable to Buyer.

12.14 That, simultaneous with the Closing, Buyer shall close on the loan transaction contemplated in the commitment and the funds shall be disbursed by the lending institution to the Buyer.

12.15 That Buyer shall have completed to his satisfaction a full and complete environmental audit of Seller, including but not limited to, a finding that Seller has complied with all environmental laws and regulations, the receipt of reports on drillings to insure the absence of any chemical or toxic wastes or substances on or adjacent to the premises, satisfactory ground water analysis, plus review of Seller's chemical and waste disposal procedures and programs and records pertaining to same, all of which audit, review and reports shall indicate no present or future liability on behalf of Buyer or Seller. Nothing contained herein is intended to reduce or limit Seller's obligation to indemnify pursuant to Article XI of this Agreement.

12.16 That Seller use its best efforts to assist Buyer, if so requested by Buyer, to obtain from representatives of Local 12-A, AFL-CIO, assurances satisfactory

to Buyer that the present labor agreement will be extended for an additional three (3) year period following its scheduled expiration date.

XIII. Conditions to Obligations of Seller. The obligations of Seller hereunder shall be subject to the following conditions, any or all of which may be waived in writing by Seller:

13.1 That each of the representations and warranties of Buyer set forth in Article VII hereof shall be true and correct on and as of the Closing Date with the same effect as if made at such time; and that Buyer shall have in all respects performed and complied with each of the agreements, covenants, stipulations, terms and conditions hereof applicable to Buyer.

13.2 That Buyer shall have executed and delivered to Seller on the Closing Date a certificate dated that date, to the effect of each of the provisions of Paragraph 13.1 of this Article XIII is true and correct.

13.3 That Buyer shall have furnished to Seller on the Closing Date an opinion of its counsel, Buchanan Ingersoll Professional Corporation, in form and substance reasonably satisfactory to counsel for Seller, to the matters shown on the attached Exhibit V.

13.4 That no action or proceeding shall have been instituted or threatened to set aside the transactions provided for herein or to enjoin or prevent the consummation thereof.

XIV. Costs and Expenses. Seller shall pay, from the consideration received by Seller for the Assets, all fees and expenses incurred by it in connection with the transactions provided for hereunder, including the fees and expenses of its counsel and accountants, and any transfer tax or similar tax upon the transfer of the Assets to Buyer; and Buyer shall pay all expenses incurred by it in connection with the transactions provided for hereunder, including the fees and expenses of its counsel and accountants.

XV. Absence of Broker or Finder. Seller represents and warrants to Buyer that no broker or finder acted or is acting for it in connection with the transactions provided for in this Agreement, and Buyer represents and warrants to Seller that no broker or finder acted or is acting for it in connection therewith.

XVI. Survival of Representations and Warranties. All representations, warranties, covenants, stipulations, certifications, indemnities and agreements contained herein or in any document delivered pursuant hereto shall survive the consummation of the transactions provided for in this Agreement.

XVII. Instruments of Further Assurance. Each of the parties hereto agrees, upon the request of the other party hereto, from time to time to execute and deliver to such other party all such instruments and documents of further assurance or otherwise as shall be reasonable under the circumstances, and to do any and all such acts and things as may reasonably be required to carry out the obligations of such requested party hereunder and to consummate the transactions provided for herein.

XVIII. Inspection. From the date hereof to the Closing Date representatives of Buyer shall have the right at any time during normal business hours, and with reasonable advance notice and within the rules, regulations and safety policies of Seller, to visit and inspect the offices, plants, and other properties of Seller, and to inspect, examine and make excerpts from its books, accounts and records, and to request and receive from Seller information concerning its operations and financial condition. No such visit, inspection, examination, excerpting or receipt of information shall affect in any manner any of the representations, warranties, covenants, agreements or stipulations of Seller under this Agreement or constitute any waiver thereof by Buyer.

Any representatives or agents of Buyer conducting the audit referred to in Section 12.16 shall first present evidence of satisfactory liability insurance coverage before coming on the Seller's premises.

All information gained by Buyer about the Seller, specifically, but not limited to the information gained by financial, marketing and operational investigation and the information obtained pursuant to Section 12.16, shall, to the extent permitted by applicable law, be kept in confidence by Buyer and its agents or contractors in all respects until the Closing Date.

XIX. Right of Buyer to Nominate Related Company. Buyer shall have the right to nominate a company which he controls to acquire the Assets in his stead. In the

event that Buyer nominates such company, such company shall be entitled to the same rights, and shall be subject to the same liabilities, that Buyer has hereunder, and Buyer covenants and agrees that it will cause such company to perform in accordance with the provisions hereof.

XX. News Releases. No notices to third parties or other publicity, including press releases, concerning any of the transactions provided for herein shall be made unless planned and coordinated jointly between Buyer and Seller, unless Buyer is advised by counsel that a news release or disclosure is required or appropriate and Buyer is unable to comply with the terms of this Article after making reasonable efforts to do so.

XXI. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, but, except as provided for in Article XIX hereof, shall not be assigned by either of the parties hereto without the prior written consent of the other party.

XXII. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

XXIII. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same document.

XXIV. Miscellaneous.

24.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

24.2 Amendments. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed on behalf of the parties hereto by their duly authorized representatives.

24.3 Headings and Captions. The titles or captions of Articles and Paragraphs in this Agreement are provided for convenient reference only, and shall not be considered a part hereof for purposes of interpreting or construing or applying this Agreement, and such titles or captions shall not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

24.4 Gender and Number. Words and phrases herein shall be construed in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

24.5 Notices. All notices hereunder or in connection herewith shall be in writing and, if to Buyer, shall be sufficient if delivered in person or by regular mail to Randall L.C. Russell, 1515 Old Beulah Road, Pittsburgh, PA 15235; and, if to Seller, shall be sufficient if delivered in person or by regular mail to each of Hiram P. Ball, Henry A. Ball and Joseph H. Taylor, Ball Chemical Company, 1486 Butler Plank Road, Glenshaw, PA 15116, or such other address or addresses as any of the parties shall designate in writing.

IN WITNESS WHEREOF, Seller has caused this Agreement to be executed by its duly authorized officer and its corporate seal to be affixed and attested by its Secretary, and Buyer has caused this Agreement to be executed as of the day, month and year first above written.

Attest:

Joseph H. Taylor  
Secretary

BALL CHEMICAL COMPANY

By: Hiram P. Ball  
President

Witness:

Henry A. Ball

Randall L. C. Russell  
RANDALL L. C. RUSSELL

Henry A. Ball, Treas.

Exceptions To Clear Title

None

EXHIBIT "A"



Patents and Other Intellectual Property Rights

(See Attached Pages)

EXHIBIT "B"

June 1983

Trade Names in use:

BALLKYDVAR	Alkyd Type Varnish
LEXCOTE	Protective/decorative coating for polycarbonates and other plastic substrates
BAL-CO-LUBE	Railroad Specialty product
AQUA-STRIP	Strippable Coating (Water Base)

Trademarks in use:

ALMET	Aluminum Coating
BALLGAL	Galvanize Coating
OXOLIN	Pipe Coating
THERMELEC	Electrical insulation materials (liquid dielectrics and compounds)

# BALL CHEMICAL COMPANY



24 April 1973

## TRADE NAMES

### NAME

### DEFINITION

#### ALUMINUM

ALMET  
AL-VAR-OL  
ALWAC  
HI-TEMP

Aluminum coating  
Aluminum mixing varnish  
Coating for aluminum  
High temperature aluminum coating

#### ELECTRICALS

CHEMLEC  
CHEMELEC  
ELEX  
PYROCOTE  
PYROLEC  
PYROVAR  
THERMCOTE  
THERMELEC  
THERMTEC

Electrical insulation material  
Electrical insulation material  
Electrical insulation material  
Electrical insulation material  
Electrical insulation material  
Electrical insulation material  
Electrical insulation material  
Electrical insulation material  
Electrical insulation material

#### EMULSION COATING

BAL-CO-MUL  
BALLKYDMUL

Emulsion coating  
Alkyd water emulsion

#### GALVANIZE COATING

BALLGAL

Galvanize coating

NAMEDEFINITIONGENERAL

BAL-CO-LAC	Lacquer coating
BALL CHEM	Varnish
BALLCO	Coating
BALLKYDVAR	Alkyd type varnish
BAL-VAR	Varnish
GUM-LAC	Spirit varnish coating
RES-O-LAC	Chemical resistant coating
OXOLIN	Coating

GLASS DECORATION & COATINGS

CHEMDEC	Glass decoration and coating
GLASCOTE	Glass decoration and coating
GLASDEC	Glass decoration and coating
GLASDEX	Glass decoration and coating

PLASTIC COATING

LEXCOTE	Protective and decorative coating for polycarbonate and other plastics
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RESINS

BALLKYD	Resin
BALLREZ	Resin
BALQUASOL	Water soluble resin and solution
PRE-OX	Blisterproof resin specialty
TUNGLIN	Tung oil resin
TUNG-OX	Tung oil resin
TUNGXOLIN	Tung oil resin

NAMEDEFINITIONREMOVERS

BALL'S PIONEER PAINT AND  
VARNISH REMOVER  
FEN-O-LYM  
SAFWAY

Paint and varnish remover  
Paint and varnish remover  
Paint and varnish remover

SILICONES

BALLSIL  
SILCOTE

Silicone modified coating  
Silicone modified coating

SOLVENTS

B. C. SOLVENT

Wide range of solvents for coating <sup>1</sup>indus

SPECIALTIES

BAL-CO-LUBE  
BAL-TEC  
CHEMOX  
SHED  
TEM-SOL  
TEMP-SOL  
AQUA -STRIP

Railroad specialties product  
Adhesive  
Protective coating  
Strippable coating  
Oil soluble coating  
High temperature coating  
Strippable coating

Canadian Patent No. 847,431 dated July 21, 1970

Great Britain Letters Patent No. 1124302 dated  
August 3, 1965

United States Patent No. 3,378,509 dated April 16, 1968

Trademark Registration No. 1,004,664 for "OXOLIN"

Trademark Registration No. 1,009,419 for "BALLGAL"

Trademark Registration No. 809,803 for "BALL CHEMICAL  
& DESIGN"

Trademark Registration No. 799,426 for "THERMELEC"

Qualification of Thermelec to Military Specification  
MIL-1-24092

Listing of Assumed Liabilities

1. Liabilities under Article IV(B) (2).
2. Union Camp and Dow Chemical U.S.A. contracts identified on Exhibit "N".
3. Blanket Orders as per attached three (3) page list.
4. Pureco CO<sub>2</sub> Sales and Rental Agreement.
5. Radio Shack Service Agreement: \$978.30 per year.
6. Hewlett Packard Agreement No. 0145172609: \$211.00 per month
7. PNGCO Natural Gas Contract.

## CUSTOMER BLANKET ORDERS Recorded on Books to May 20, 1983

<u>CUSTOMER</u>	<u>BLANKET ORDER NUMBER</u>	<u>EXPIRATION</u>
United States Steel Corporation National Works McKeesport, PA	356-69875-18 G-4205 Ballkydvar Pipe Ctg. Tank Transports and Drums	2/28/84 2/25/86
United States Steel Corporation Lorain Works Lorain, Ohio	355-68344-18 (63) G-4205 Ballkydvar Pipe Ctg. Tank Transports and Drums	10/31/83 10/31/85
United States Steel Corporation Fairless Works Fairless Hills, PA	146-69390-63 18 G-4205 Ballkydvar Pipe Ctg. Tank Transports and Drums	2/28/84 2/25/86
	146-693090-18 G-3718 Oxolin "T" Pipe Ctg. Drum Quantities	2/28/84 2/25/86
Phoenix Steel Corporation	P-1135-83 G-4206 Ballkydvar Pipe Ctg. G-4325 Ballkydvar "A" Pipe Ctg. Drum Quantities	No Expiration
Armco Steel Corporation Ambridge Works Ambridge, PA	02862109 02864010 G-4185 Ballkydvar Pipe Ctg. Tank Transports Miscellaneous marking, main- tenance, stencil and coupling paints & enamels G-4275	Until Cancelled
Sawhill Tubular Division Cyclops Steel Corporation Sharon, PA	3712-M 9815- G-3690 Oxolin "T" Pipe Ctg. Tank Transports Miscellaneous paints, enamels and related products	1-10-1-83 - 12-31-1983 CALENDAR 1984



CUSTOMER BLANKET ORDERS Recorded on Books to May 20, 1983

<u>CUSTOMER</u>	<u>BLANKET ORDER NUMBER</u>	<u>EXPIRATION</u>
Republic Steel Corporation Youngstown CSR Mill Youngstown, Ohio	20-310-198-44 G-4232 Ballkydvar Pipe Ctg. Drum Quantities	12/31/85
Republic Steel Corporation Seamless Mills South Chicago, IL	60-310280-44 G-4279 Ballkydvar Pipe Ctg. Tank Transports and Drums	5/30/85
J & L Steel Corporation Campbell Works Seamless Mills Youngstown, OH	6266-918830 G-4059 Ballkydvar Pipe Ctg. Tank Transports	4/30/85
Wheeling-Pittsburgh Steel Corporation Benwood Works Benwood, W VA	274527 G-4236 Ballkydvar Pipe Ctg. Drum Quantities	6/30/83 <i>EXTENDED UNTIL CANCELLED</i>
Keystone-Seneca Wire Cloth Company Hanover, PA	7563/Gray Wire Cloth Enamel 7337/Clear Wire Cloth Ctg. Drum Quantities	
Union Spring & Manufacturing Company Chillicothe, OH New Kensington, PA	J-9086 G-2649 Clear Spring Ctg. G-155 Thinner Drum Quantities	No Expiration
Vulcan Mold & Iron Company Latrobe, PA	6370-39868 G-969 QD Aluminum Enamel	12/31/83

## CUSTOMER BLANKET ORDERS Recorded on Books to May 20, 1983

<u>CUSTOMER</u>	<u>BLANKET ORDER NUMBER</u>	<u>EXPIRATION</u>
General Electric Company Fort Wayne, IN	D-51-1904-93858 G-3254 THERMELEC Clear Baking Varnish	No Expiration
Magnetics, Inc. East Butler, PA	19109 G-2397 THERMELEC Orange Varnish	No Expiration
Magnetics, Inc. East Butler, PA	13089 G-3415 THERMELEC Orange TWC Coating	No Expiration
Phelps Dodge Magnet Wire Company Fort Wayne, IN	1-06852 G-4311 THERMELEC Silicone Varnish (Old # G-3170)	5/31/83 <i>Blanket Order</i> <i>1 07093 May 78</i>



**MCGREGOR & PATTERSON**

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

SUITE 200  
105 SMITHFIELD STREET  
PITTSBURGH, PENNSYLVANIA 15222

REGENT SQUARE OFFICE:

706 South Trenton Avenue  
Pittsburgh, PA 15221

TELEPHONE  
(412) 391-3994  
FACSIMILE  
(412) 391-1450  
OF COUNSEL  
JACK E. MCGREGOR  
Admitted in Connecticut  
and Washington D.C.

June 28, 2001

Deena Shepherd-Johnson  
Remedial Enforcement Support Section  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604

Re: Ranbar Technology, Inc.  
Chemical Recovery Systems Site - Elyria, Ohio

Dear Ms. Shepherd-Johnson:

We represent Ranbar Technology, Inc. ("Ranbar"). On June 19, 2001, Ranbar received the following documents from U.S. EPA addressed to Ranbar Technology f/k/a Ball Chemical Co:

1. Letter dated March 2, 2001 - Referencing: The Chemical Recovery Systems Site, Elyria, Ohio; General Notice Of Potential Liability And Request For Information ("March 2 Letter");
2. Letter dated March 7, 2001 - Correcting certain phone number contact information contained in the March 2 Letter;
3. Letter dated May 18, 2001 - Enclosing certain records kept by Chemical Recovery Systems; and,
4. Letter dated June 15, 2001 - Referencing Negotiations On Consent Order For RI/FS Kickoff Meeting.

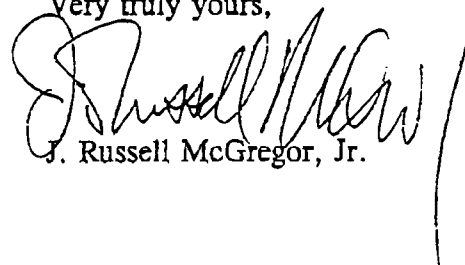
Ranbar is not, and never has been (i) known as Ball Chemical Co. or (ii) an affiliate of or otherwise related to Ball Chemical Co. Effective October 1, 1984, Ranbar did purchase some of the assets of Ball Chemical Co. According to the March 2 Letter, Attachment One - Site History, operations at the Chemical Recovery Systems Site were discontinued in 1981, fully three years before Ranbar came into existence.

Deena Shepherd-Johnson  
Remedial Enforcement Support Section  
U.S. Environmental Protection Agency  
June 28, 2001  
Page Two

Ranbar is not identified by the U.S. EPA as a contributor to the Chemical Recovery Systems Site. In fact, Ranbar did not contribute any material to this site and never did any business with Chemical Recovery Systems. Ranbar did not own, control, generate or have any responsibility with respect to any items referred to in the above-referenced correspondence.

Should you require additional information, please do not hesitate to contact me.

Very truly yours,



J. Russell McGregor, Jr.

JRMJr/jlm

| EXHIBIT D

**MCGREGOR & PATTERSON**

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

SUITE 200  
105 SMITHFIELD STREET  
PITTSBURGH, PENNSYLVANIA 15222

---

REGENT SQUARE OFFICE:

706 South Trenton Avenue  
Pittsburgh, PA 15221

July 11, 2001

TELEPHONE  
(412) 391-3994  
FACSIMILE  
(412) 391-1450  
OF COUNSEL  
JACK E. MCGREGOR  
Admitted in Connecticut  
and Washington D.C.

Deena Shepherd-Johnson  
Remedial Enforcement Support Section  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604

Re: Ranbar Technology, Inc.  
Chemical Recovery Systems Site - Elvria, Ohio

Dear Ms. Shepherd-Johnson:

As I indicated in my letter to you dated June 28, 2001, we represent Ranbar Technology, Inc. ("Ranbar"). Ranbar is in receipt of the letter dated June 26, 2001 from Ms. Wendy Carney ("June 26th Letter"). Obviously, my letter to you and the June 26th Letter crossed in the mail.

Please allow my previous letter to you to serve as a response to the June 26th Letter. I have enclosed a copy of that letter for your convenience. In addition, I note that the PRP List identifies Ranbar as Ranbar Technology/BBT, Inc. f/k/a Ball Chemical Co. My previous letter did not address the "BBT, Inc." portion of this designation. My statements to you regarding Ranbar and Ball Chemical Co. apply equally to Ranbar and BBT, Inc., with the exception that Ranbar never purchased any assets from BBT, Inc.

By this letter, Ranbar formally requests that it be deleted as a Potentially Responsible Party with respect to the above-referenced site. Unless I hear from you to the contrary, I will presume that Ranbar has been so removed and we will proceed accordingly.

Should you require additional information, please do not hesitate to contact me.

Very truly yours,

  
J. Russell McGregor, Jr.

JRMJr/jlm

**PROFESSIONAL CORPORATION**

*ATTORNEYS AT LAW*

SUITE 200  
105 SMITHFIELD STREET  
PITTSBURGH, PENNSYLVANIA 15222

REGENT SQUARE OFFICE:

706 South Trenton Avenue  
Pittsburgh, PA 15221

TELEPHONE  
(412) 391-3994  
FACSIMILE  
(412) 391-1450  
*OF COUNSEL*  
JACK E. MCGREGOR  
*Admitted in Connecticut  
and Washington D.C.*

June 28, 2001

Deena Shepherd-Johnson  
Remedial Enforcement Support Section  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604

Re: Ranbar Technology, Inc.  
Chemical Recovery Systems Site - Elyria, Ohio

Dear Ms. Shepherd-Johnson:

We represent Ranbar Technology, Inc. ("Ranbar"). On June 19, 2001, Ranbar received the following documents from U.S. EPA addressed to Ranbar Technology f/k/a Ball Chemical Co:

1. Letter dated March 2, 2001 - Referencing: The Chemical Recovery Systems Site, Elyria, Ohio; General Notice Of Potential Liability And Request For Information ("March 2 Letter");
2. Letter dated March 7, 2001 - Correcting certain phone number contact information contained in the March 2 Letter;
3. Letter dated May 18, 2001 - Enclosing certain records kept by Chemical Recovery Systems; and.
4. Letter dated June 15, 2001 - Referencing Negotiations On Consent Order For RI/FS Kickoff Meeting.

Ranbar is not, and never has been (i) known as Ball Chemical Co. or (ii) an affiliate of or otherwise related to Ball Chemical Co. Effective October 1, 1984, Ranbar did purchase some of the assets of Ball Chemical Co. According to the March 2 Letter, Attachment One - Site History, operations at the Chemical Recovery Systems Site were discontinued in 1981, fully three years before Ranbar came into existence.

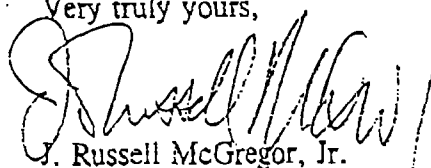


Deena Shepherd-Johnson  
Remedial Enforcement Support Section  
U.S. Environmental Protection Agency  
June 28, 2001  
Page Two

Ranbar is not identified by the U.S. EPA as a contributor to the Chemical Recovery Systems Site. In fact, Ranbar did not contribute any material to this site and never did any business with Chemical Recovery Systems. Ranbar did not own, control, generate or have any responsibility with respect to any items referred to in the above-referenced correspondence.

Should you require additional information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. Russell McGregor, Jr.", written over a horizontal line.

J. Russell McGregor, Jr.

JRMJr/jlm

**EXHIBIT E**

**MCGREGOR & PATTERSON**

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

SUITE 200  
105 SMITHFIELD STREET  
PITTSBURGH, PENNSYLVANIA 15222

---

**REGENT SQUARE OFFICE:**

706 South Trenton Avenue  
Pittsburgh, PA 15221

TELEPHONE  
(412) 391-3994  
FACSIMILE  
(412) 391-1450  
OF COUNSEL  
JACK E. MCGREGOR  
Admitted in Connecticut  
and Washington D.C.

October 25, 2001

Thomas C. Nash  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604

Re: Ranbar Technology, Inc.  
Chemical Recovery Systems Site - Elyria, Ohio

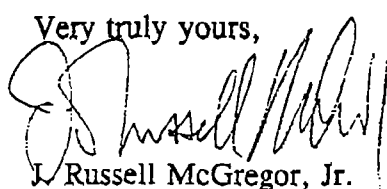
Dear Mr. Nash:

As counsel for Ranbar Technology, Inc. ("Ranbar"), I received your letter dated September 28, 2001 on October 9, 2001 with respect to the above-referenced site. I previously sent two letters to Denna Shepherd-Johnson regarding Ranbar's position and have yet to receive a reply. I enclose herewith copies of these letters for your convenience.

On behalf of Ranbar, I request that U.S. EPA formally respond to Ranbar's request that it be deleted as a potential responsible party for the reasons set forth in my previous letters regarding this subject.

I look forward to hearing from you regarding this matter. Should you have any questions, please do not hesitate to call.

Very truly yours,



J. Russell McGregor, Jr.

JRMJr/jlm

bcc: Dr. Randall L.C. Russell  
Rodney J. Francis  
Joseph Federoff



**MCGREGOR & PATTERSON**

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

SUITE 200  
105 SMITHFIELD STREET  
PITTSBURGH, PENNSYLVANIA 15222

REGENT SQUARE OFFICE:

706 South Trenton Avenue  
Pittsburgh, PA 15221

February 10, 2003

TELEPHONE  
412-391-3994  
FACSIMILE  
412-391-1450

OF COUNSEL  
JACK E. MCGREGOR  
Admitted in Connecticut  
and Washington D.C.

Thomas C. Nash  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604

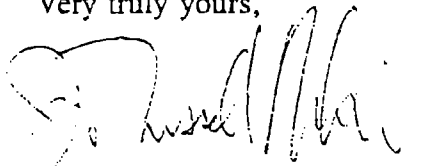
Re: Ranbar Technology, Inc.  
Chemical Recovery Systems Site - Elyria, Ohio

Dear Mr. Nash:

I enclose herewith a Memorandum which I respectfully request be considered by EPA in resolving the alleged liability of Ranbar Technology, Inc.

Please call with any questions.

Very truly yours,




J. Russell McGregor, Jr.

JRMJr/rm  
Enclosure

**MEMORANDUM**

TO: Thomas C. Nash  
Associate Regional Counsel  
U.S. EPA Region 5

FROM: J. Russell McGregor, Jr.   
Counsel To Ranbar Technology, Inc.

RE: DeMinimis Settlement Offer  
CRS Site

DATE: February 10, 2003

This Memorandum is written to request that EPA reconsider the de minimis settlement offer of \$33,100.00 made to Ranbar Technology, Inc. ("Ranbar"). Based upon the factors set forth below, Ranbar suggests that a more appropriate and equitable figure would be \$10,440.00.

**I. FACTUAL BACKGROUND<sup>1</sup>**

The CRS Site accepted used solvent for reclamation from 1960-1980. Ball Chemical Company, a Pennsylvania corporation ("Ball"), sent solvent to the CRS Site, amounting to .00696 of the total volume contributed to the site by all generators.

Ball was formed on March 11, 1908. In 1984, Ball sold the majority of its assets to Ranbar, which was formed as a Pennsylvania corporation on August 10, 1984. The assets purchased included real estate and equipment. Ball continued as a corporation after the sale but changed its name to BBT, Inc. on October 5, 1984 and continues as a registered Pennsylvania corporation to-date.<sup>2</sup>

None of the shareholders of Ball were ever shareholders of Ranbar. Management of Ranbar from its inception was the sole responsibility of Randall L.C. Russell and was not with any of the principals of Ball. Ball retained any existing environmental liability after the asset transaction.

---

Some of the facts contained in this Memorandum are based solely on information received from EPA. This information has not been independently verified.

<sup>2</sup> Ranbar is not aware of the status of Ball other than as disclosed by the public records of the Commonwealth of Pennsylvania.

Thomas C. Nash  
February 10, 2003  
Page Two

At the time of Ranbar's purchase of these assets, Ball was a paint manufacturer which sold on both a wholesale and retail basis. Ball directly competed with other paint manufacturers. Consistent with Mr. Russell's business strategy, Ranbar immediately began transitioning production at the facility to the manufacture of resins. Ranbar became a supplier to Ball's competitors, and assumed a completely different place in the market. In fact, Ranbar began competing with some of Ball's suppliers. Enclosed is a copy of a recent Ranbar brochure indicating the type of products produced by Ranbar.

Ranbar is not, by any stretch of the imagination, the successor to Ball. Ranbar never contributed any material to the CRS Site. Any liability with respect to the material sent to the CRS Site by Ball is with Ball Chemical Company.

## II. DISCUSSION

A presumption exists that Ranbar is a distinct entity from Ball. Ranbar respectfully submits that EPA has no evidence to the contrary.

Ranbar sent no material to the CRS Site and should not have to contribute to the cost of remediating the CRS Site. That cost should fall to the individuals and entities which received a benefit from doing business with CRS.

EPA guidance policies clearly indicate that potential defenses should be considered in negotiating settlements under CERCLA. In addition, equitable principles apply in determining liability under CERCLA.

## III. CONCLUSION

Ranbar submits that it has no liability with respect to the CRS Site and should be removed as a PRP since it did not contribute any material. Absent such an acknowledgement from EPA, Ranbar is willing to pay \$10,440 (.00696 X \$1,500,000) in settlement to obtain the benefits of the proposed Administrative Order On Consent.







UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

Rec'd  
2/13/3

REPLY TO THE ATTENTION OF:

February 10, 2003

McGregor & Patterson  
Attn: J. Russell McGregor  
105 Smithfield Street, Suite 200  
Pittsburgh, PA 15222  
(re: Ranbar)

Dear Sir or Madam:

On December 20, 2002, U.S. EPA sent out letters offering a number of parties an opportunity to enter into a *de minimis* settlement with the United States to resolve alleged liability under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) for all past response costs incurred by the United States at the CRS Site and for anticipated future response costs which the United States expects it may incur at that Site. Enclosed with that letter was a copy of the Administrative Order on Consent (Consent Order) which will express the agreements of the settling parties.

The letter stated the sum U.S. EPA was prepared to accept to settle its claims against the party you represent, **Ranbar**. The letter also provided instructions and invited you to send a signature page, signed by someone authorized to commit funds on behalf of the party you represent in order to resolve this matter. That letter also invited each party to request a Waste Quantity Review if the party had any additional information to provide or believed that the volume attributed to the party was in error.

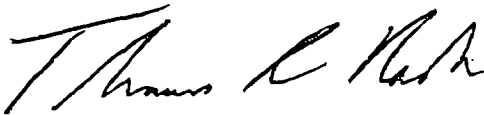
U.S. EPA has received your request for a Waste Quantity Review. U.S. EPA has reviewed and considered your request, the position or arguments you advanced, and any supporting evidence or documentation you provided. U.S. EPA has determined that the arguments and evidence you provided are not sufficiently persuasive to warrant an adjustment to the quantity attributed to the party you represent in the volumetric ranking prepared for U.S. EPA by Techlaw. Therefore, U.S. EPA is not prepared to negotiate settlement with you for a sum lower than the amount stated in our letter to you dated December 20, 2002.

U.S. EPA is still prepared to settle its claims against you for **\$33,100.00**. You must send in your signature page by **February 21, 2003**, if you wish to enter into this *de minimis* settlement. If U.S. EPA has not received a signature page from you by February 21, 2003, U.S. EPA will assume you do not intend to join in this settlement.

The enclosed Consent Order contains provisions for contribution protection and a covenant not to sue. The enclosed Consent Order, when fully executed, with the signature pages of all settling PRPs, will be forwarded to U.S. Department of Justice for approval, and notice of the terms of the settlement will be published in the Federal Register. After this notice, and consideration of comments received, the terms of the Order will become final and effective.

Please note that the terms of the Order itself provide that the sum paid to the United States in settlement does not become due until the effective date of the Order. U.S. EPA will inform you at that time when the Order becomes final and effective, and will send you instructions regarding payment at that time. Please do not send payment until you receive those instructions. Please call me at 312-886-0552 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas C. Nash".

Thomas C. Nash  
Associate Regional Counsel

enclosure





**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

**JUN 09 2005**

REPLY TO THE ATTENTION OF:

Ranbar Technology, Inc.  
P.O. Box 607  
Route 993  
Manor, PA 15665  
(re: Ball/Ranbar/BBT)

**Re: Notice of Administrative Deposition for Dorothy Obitts,  
Chemical Recovery Systems, Inc. Superfund Site, Elyria, Ohio**

Dear Sir or Madam:

The United States Environmental Protection Agency is enclosing a Notice Of Deposition. The Notice advises you that the Agency has scheduled the deposition of Barbara King for Wednesday, June 22, 2005, at 10:00 a.m., in the City Council Chambers, Elyria City Hall, 131 Court Street, Elyria Ohio.

You or your representative may attend the deposition. The Agency will commence and complete its direct examination of Ms. Barbara King as noticed. At the request of certain interested parties and by agreement with the Agency, upon completion of the Agency's direct examination, the interested parties may examine Ms. Barbara King.

If you have any questions concerning this matter, please do not hesitate to call me I may be reached at (312) 886-0552.

Yours very truly,

A handwritten signature in black ink, appearing to read "Thomas C. Nash".

Thomas C. Nash  
Associate Regional Counsel

cc: Steve Kaiser

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, ILLINOIS 60604-3590**

IN THE MATTER OF:

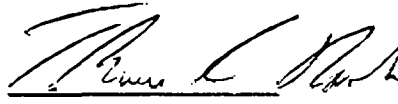
Chemical Recovery Systems, Inc.  
Superfund Site  
142 Locust Street  
Elyria, Ohio 44035

)  
)  
)  
) SUBPOENA DUCES TECUM  
)  
)  
)

**NOTICE OF DEPOSITION**

TO: See persons listed on Attachment A.

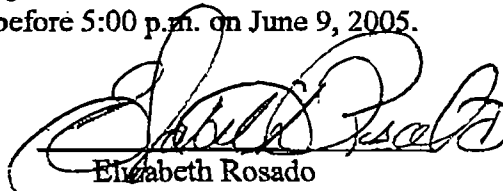
Please be advised that on Wednesday, June 22, 2005, at 10:00 a.m., in the City Council Chambers, Elyria City Hall, 131 Court Street, Elyria Ohio, the United States Environmental Protection Agency will take the deposition of Barbara King pursuant to Section 122 (e)(3)(B) of CERCLA, 42 U.S.C. Section 9622(e)(3)(B). A copy of the signed Subpoena is enclosed.



Thomas C. Nash

**CERTIFICATE OF SERVICE**

I, Elizabeth Rosado, certify that I caused this Notice Of Deposition to be served upon those persons listed in Attachment A by placement of same in an envelope properly addressed, postage prepaid, and depositing same with the United States Postal Service, at 77 W. Jackson Boulevard, Chicago, Illinois, before 5:00 p.m. on June 9, 2005.



Elizabeth Rosado  
Administrative Assistant

United States Environmental  
Protection Agency  
77 W. Jackson Boulevard  
Chicago, Illinois 60604  
(312) 886-1432

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, ILLINOIS 60604-3590**

IN THE MATTER OF:

Chemical Recovery Systems, Inc.  
Superfund Site  
142 Locust Street  
Elyria, Ohio 44035

No.

SUBPOENA DUCES TECUM

TO: Ms. Barbara King  
6231 Hidden Creek Drive  
Apt 136  
Lorain, Ohio 44053

Pursuant to the authority of Section 122(e)(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986) (CERCLA), the United States Environmental Protection Agency (U.S. EPA) is issuing this subpoena to collect information necessary or appropriate for performing the allocation under subparagraph (A), or for otherwise implementing Section 122 of CERCLA in connection with the Chemical Recovery Systems Superfund Site, in Elyria, Ohio.

YOU ARE HEREBY COMMANDED TO APPEAR IN PERSON at the following place and time:

Wednesday, June 22, 2005 10:00 a.m.  
City Council Chambers, Elyria City Hall, 131 Court Street, Elyria Ohio

At the above time and place, you must appear and testify, produce requested reports, papers, and documents, and provide answers to questions posed, and provide other information


2

that the President, acting through the United States Environmental Protection Agency, deems necessary to implement Section 122 of CERCLA. Your testimony will be provided under oath and will be preserved by a court reporter or other person so authorized. This Subpoena further requires that you remain in attendance until excused by the by the attorney conducting the deposition for the U.S. EPA.

YOU ARE COMMANDED FURTHER TO BRING WITH YOU, at the time and place stated above, and then and there produce for inspection and/or copying, all documents and/or records in your possession which relate to the Chemical Recovery Systems, Inc. Superfund Site. Please note that you may be entitled to claim confidentiality over the information provided to U.S.EPA, in accordance with 40 C.F.R. Part 2.

PLEASE BE ADVISED THAT ANY FAILURE TO COMPLY WITH THIS SUBPOENA MAY SUBJECT YOU TO A CIVIL ENFORCEMENT ACTION.

Issued at Chicago, Il this 9th day of June, 2005.

  
Richard Karl  
Division Director  
IMMED OFC, Superfund Division  
U.S. EPA REGION 5

Any questions concerning this subpoena should be directed to Thomas Nash at (312) 886-0552 Associate Regional Counsel, United States Environmental Protection Agency, 77 West Jackson Boulevard, Chicago Il 60604-3590.

**CHEMICAL RECOVERY SYSTEMS  
UPDATED SERVICE LIST  
LAST UPDATED JUNE 08, 2005**

- |   |   |
|---|---|
| <p>1. <b>Addressograph/Multigraph</b><br/><b>c/o A.B. Dick Company</b><br/><b>Attn: Jeffrey S. Herden</b><br/><b>7400 Caldwell Ave.</b><br/><b>Niles, IL 60714-3806</b></p> <p>2. <b>KOA Speer Electronics</b><br/><b>f/k/a Airco Speer Electronics</b><br/><b>Bolivar Drive, PO Box 547</b><br/><b>Bradford, PA 16701</b></p> <p>3. <b>The Law firm of Shughart Thomson &amp; Kilroy</b><br/><b>12 Wyandotte Plaza</b><br/><b>120 W. 12<sup>th</sup> St.</b><br/><b>Kansas City, MO 64105</b><br/><b>(re: Allegheny Label/Dot Label)</b></p> <p>4. <b>US Steel Corporation</b><br/><b>Attn: Miles Stipanovich</b><br/><b>600 Grant Street, Room 1500</b><br/><b>Pittsburgh, PA 15219-2800 (re: Alside)</b></p> <p>5. <b>Ashland Chemical, Inc.</b><br/><b>Robin Lampkin-Isabel</b><br/><b>P.O. Box 2219</b><br/><b>Columbus, OH 43216</b></p> <p>6. <b>Astatic Corp.</b><br/><b>P.O. Box 120</b><br/><b>Conneaut, OH 44030</b></p> <p>7. <b>Squire, Sanders &amp; Dempsey L.L.P</b><br/><b>Attn: Douglas McWilliams</b><br/><b>4900 Key Tower, 127 Public Square</b><br/><b>Cleveland, OH 44114-1304</b><br/><b>(re: Avery/Fasson)</b></p> | <p>8. <b>Thompson Hine</b><br/><b>Attn: Heidi Goldstein</b><br/><b>3900 Key Center</b><br/><b>127 Public Square</b><br/><b>Cleveland, OH 44114-1291</b><br/><b>(re: B.F. Goodrich)</b></p> <p><b>Thompson Hine</b><br/><b>Attn: Keely O'Bryan</b><br/><b>3900 Key Center</b><br/><b>127 Public Square</b><br/><b>Cleveland, OH 44114-1291</b><br/><b>(re: B.F. Goodrich)</b></p> <p>9. <b>Bailey Meter Co.</b><br/><b>c/o Babcock &amp; Wilcox</b><br/><b>Attn: Donald E. Howdyshe</b><br/><b>20 S. Van Buren Ave.</b><br/><b>Barberton, OH 44203-0351</b></p> <p>10. <b>Ranbar Technology, Inc.</b><br/><b>P.O. Box 607</b><br/><b>Route 993</b><br/><b>Manor, PA 15665</b></p> <p>11. <b>Cavitch, Familo, Durkin &amp; Frutkin</b><br/><b>Attn: Thomas M. Cawley</b><br/><b>1717 East Ninth Street, 14th Floor</b><br/><b>Cleveland, OH 44114-2876</b><br/><b>(re: Basic Packaging/Global Film &amp; Packaging)</b></p> <p>12. <b>Walton Paint Company</b><br/><b>d/b/a Beaver Paint Company</b><br/><b>Attn: Joseph Walton</b><br/><b>108 Main Street</b><br/><b>Jamestown, PA 16134</b></p> <p>13. <b>Black McCuskey Souers &amp; Arbaugh</b><br/><b>Attn: Victor Marsh</b><br/><b>1000 United Bank Plaza</b><br/><b>220 Market Avenue South</b><br/><b>Canton, OH 44702-2116 (re: Bison)</b></p> |
|---|---|



14. **Thompson Coburn**  
Attn: Peter S Strassner  
One US Bank Plaza  
St. Louis, MO 63101  
(RE: Don Cain and C&C Supply)
15. **Roetzel & Andress**  
Attn: Robert B. Casarona  
1375 East Ninth St.  
One Cleveland Center, 9<sup>th</sup> Floor  
Cleveland, OH 44114  
(re: Calig Steel Drum/North Coast)
17. **Aztec Peroxides, Inc.**  
f/k/a Carmac Chemical  
555 Garden Street  
Elyria, OH 44035
18. **David B. Graham**  
Kaufman & Canoles  
1200 Old Colony Lane  
P.O. Box 6000  
Williamsburg, VA 23188  
(re: Celanese)
19. **Checkmate Boats**  
3691 State Route 4  
Bucyrus, OH 44820
20. **Chemetron Process Equipment**  
c/o SPX Valves & Controls  
Attn: John M. Burtis  
13315 Ballantyne Corporate Place  
Charlotte, NC 28277
21. **Chemical Solvents, Inc.**  
3751 Jennings Rd.  
Cleveland, OH 44109
22. **Chemical Recovery Systems, Inc.**  
Attn: Peter Shagena  
42714 Woodward Avenue, Suite A  
Bloomfield Hills, MI 48304-5061
23. **Clyde Paint & Supply Co.**  
Gerald F. Thomas, Registered Agent  
301 Lisa Ann Drive  
Huron, OH 44839
24. **Cuyohoga Chemical Company**  
Attn: Paul Moffit  
31452 Roberta Drive  
Bay Village, Ohio 44140  
  
B & McD, Inc.  
c/o James S. Assem  
Vice-President  
First National Tower  
106 South Main Street  
Suite 500  
Akron, OH 44308-1471
25. **E.I. duPont de Nemours**  
f/k/a DuPont Chemical  
Attn: James B. Allen  
1007 Market Street  
Wilmington, DE 19898
26. **E.E. Zimmerman Company**  
1370 Old Freeport Rd.  
Pittsburgh, PA 15238
27. **Alan Plotkin**  
12 East 49<sup>th</sup> Street, 27<sup>th</sup> Floor  
New York, NY 10017 (re: Eagle Rubber)
28. **Centria**  
f/k/a Elwin G. Smith  
1005 Beaver Grade Road  
Coraopolis, PA 15108  
  
John J. Kuzman, Jr.  
AK Steel Corporation  
703 Curtis Street  
Middletown, OH 45043

29. Elyria Foundry  
Attn: Samuel Knezevic  
120 Filbert Street  
Elyria, OH 44036  
  
Chromalloy American Corp.  
f/k/a Elyria Foundry  
3 University Plaza Drive  
Hackensack, NJ 07601  
  
Elyria Foundry  
c/o Sequa Corporation  
200 Park Ave.  
New York, NY 10166
30. Dow Chemical Co.  
f/k/a Essex Chemical-Jamestown Finishes  
Attn: Tracy Goad Walter  
2030 Dow Center  
Midland, MI 48676
31. Mattel, Inc.  
f/k/a Fisher Price Toys  
Attn: Gregg Clark  
333 Continental Blvd.  
El Segundo, CA 90245-5012  
  
Morrison & Foerster  
Attn: Peter Hsiao  
555 West Fifth Street  
Los Angeles, CA 90013 (re: Fisher Price Toys)
32. Ford Motor Company  
Attn: Brian Busa  
Parklane Towers West Suite 950  
Three Parklane Blvd.  
Dearborn, MI 48126-2568
33. General Motors  
Attn: Linda Bentley (MC 482-C24-D24)  
300 Renaissance Center  
Detroit, MI 48243
34. Continental General Tire  
f/k/a General Tire and Rubber  
Attn: Ralph McCormick  
1800 Continental Blvd.  
Charlotte, NC 28273  
  
GenCorp, Inc.  
f/k/a General Tire and Rubber  
Attn: Chris W. Conley  
P.O. Box 537012  
Sacramento CA 95853-7012
35. The Gerstenslager Company  
c/o Worthington Industries, Inc.  
200 Old Wilson Bridge Rd.  
Columbus, OH 43805
36. Goodyear Tire & Rubber Co.  
Attn: Neal Rountree  
1144 E. Market Street  
Akron, OH 44316
37. Reale & Fossee  
Attn: C.S. Fossee  
800 Cranberry Woods Drive, Suite 450  
Cranberry Twp, PA 16066 (re: Gordon Terminal)
38. Goldberg, Stinnett, Meyers & Davis  
Attn: Katherine Ray  
44 Montgomery St., Ste 2900  
San Francisco, CA 94104 (re: Hexcel)  
  
Hexcel Corporation  
Attn: A. William Nosil  
11711 Dublin Boulevard  
Dublin, CA 94568  
  
David B. Graham  
Kaufman & Canoles  
1200 Old Colony Lane  
P.O. Box 6000  
Williamsburg, VA 23188  
(re: Hexcel)

39. **Henkel Corporation**  
f/k/a Dexter Corp./Dexter-Hysol  
Attn: Kevin Chu  
2200 Renaissance Blvd.  
Gulph Mills, PA 19406
- Kenneth Arnold**  
49 Valley Drive-Suite 200  
Furlong, PA 18925 (re: Henkel/Dexter)
- Akzo Nobel for Dexter Corporation**  
Attn: Brian Curtis  
525 W. Van Buren Street  
Suite 1600  
Chicago, IL 60607
40. **Imaging Systems Corp.**  
c/o Pelikan, Inc.  
3011 Armory Dr., Suite 190  
Nashville, TN 37204
41. **D.C. Filter & Chemical, Inc.**  
(International Fabricators, Inc.)  
1517 Fifth St.  
Sandusky, OH 44870
- D.C. Filter & Chemical, Inc.**  
(International Fabrications, Inc.)  
P.O. Box 1350  
Sandusky, 44870
42. **Larry J. Puntureri, Esq.**  
2102 Wilmington Rd.  
New Castle, PA 16105  
(re: Interstate Chemical Company)
43. **Jamestown Paint & Varnish Co.**  
Attn: Joseph Walton  
108 Main Street  
Jamestown, PA 16134
- Thompson Hine**  
Attn: Heidi Goldstein  
3900 Key Center  
127 Public Square  
Cleveland, OH 44114  
(re: Jamestown Paint & Varnish)
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Attn: Carole Ungvarsky  
One Post St.  
San Francisco, CA 94104-5296
46. **Exxon Mobil**  
Attn: Steven Schmidt  
Pegasus Plaza, Room 5a39  
3000 Pegasus Park Drive  
Dallas, TX 75247 (re: Mobil Chemical)
47. **Nick Shilatz**  
113 Lintel Drive  
Canonsburg, PA 15317-3615  
(RE: NS Marketing)
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1900 Case Parkway S  
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Attn: Arthur McWood, Jr.  
42714 Woodward Avenue, Suite A  
Bloomfield Hills, MI 48304-5061
- PVS Chemicals, Inc./Nolwood Chemical**  
Attn: Jonathan Taub  
10900 Harper Avenue  
Detroit, MI 48213

50. O'Sullivan Corp., S.C.  
c/o PolyOne Corporation  
Attn: Richard E. Hahn  
33587 Walker Rd.  
Avon Lake, OH 44012
53. Mary Davis  
Seeley, Savidge & Ebert Co., LPA  
600 Superior Ave., East, Suite 800  
Cleveland, OH 44114  
(re: P&K Oil Service)
54. Babst, Calland, Clements & Zomnir,  
Attn: Lindsay P. Howard  
Two Gateway Center, Eighth Floor  
Pittsburgh, PA 15222  
(re: Parr/Beazer/Koppers)
55. Lexington Precision Corporation  
o/b/o Perry Plastics, Inc.  
40 East 52<sup>nd</sup> Street  
29<sup>th</sup> Floor  
New York, NY 10022
56. Valspar  
Attn: Ronda Bayer  
1101 S Third St.  
Minneapolis, MN 55415 (re: Plasti-Kote)
57. PolyOne Corporation  
(O'Sullivan Corp., S.C.)  
33587 Walker Rd.  
Avon Lake, OH 44012-2343
58. Matthew J. Engott  
Jones Day  
One Mellon Center  
500 Grant Street, Suite 3100  
Pittsburgh, PA 15219  
(re: PPG Industries)
59. Randall Company, Randall Division  
c/o Textron, Inc.  
40 Westminster Street  
Providence, RI 02903-2596
60. Wickens, Herzer, Panza Cook & Batista  
Attn: Richard Panza  
35765 Chester Road  
Avon, OH 44011-1262  
(re: Robert Ross & Sons)
61. Sherwin Williams Co.  
Attn: Allen Danzig  
101 Prospect Avenue NW  
Cleveland, OH 44115-1075  
(re: Sherwin/Sprayon)
63. Solvent Resource Recovery  
4301 Infirmary Rd.  
West Carrollton, OH 45439
64. Roetzel and Andress  
Attn: Shane Farolino  
222 South Main St.  
Akron, OH 44308  
(re: Studebaker Chemical)
65. Superior Chemical Products Co.  
Attn: Charles J. Ramsey  
P.O. Box 1554  
Youngstown, OH 44501-1554
66. Turner & Geisse LLC  
Attn: Timothy F. Geisse  
100 N. Main St., Ste. 350  
Chagrin Falls, OH 44022  
(re: Superior Screw/Superior Products)
67. Frost Brown Todd LLC  
Attn: Daniel A. Brown, Esq.  
300 N. Main St., Suite 200  
Middletown, OH 45042-1919  
(re: Systems Technology Corp)
68. Dow Chemical Co.  
f/k/a Union Carbide Corp.  
2030 Dow Center  
Midland, MI 48674

69. **Crompton**  
Attn: Pamela Missal  
Benson Road  
Middlebury, CT 06749 (re: Uniroyal)
- Michelin NA  
Attn: James Fannin  
P.O. Box 19001  
One Parkway South  
Greenville, SC 29615 (re: Uniroyal)
70. **John Zeravica**  
Senior Vice President  
Tommy Armour Golf  
f/k/a Victor Comptometer  
224 East Center Avenue  
Lake Bluff, IL 60044
71. **Brian D. Kelly for Virden Corporation**  
1548 E. 365<sup>th</sup> Street  
Eastlake, OH 44095
- Brian D. Kelly for Virden Corporation**  
1490 Avon Lane,  
Apt. 1328  
Pompano Beach, FL 33068
72. **Whittaker Corporation**  
1955 Surveyor Ave.  
Simi Valley, CA 93063-3369
73. **Yenkin Majestic Paint Corporation**  
Attn: Merom Brachman  
1920 Leonard Avenue  
Columbus, OH 43219
74. **Spencer, Fane, Britt & Browne, LLP**  
Attn: Kathleen M. Whitby  
1 North Brentwood, Suite 1000  
Clayton, MO 632105  
(re: Western Electric/Lucent)
75. **James T. Young**  
Young Environmental Services  
c/o Craig E. Young  
285 Manning St.  
Newark, OH 43055-6400
76. **Chester R. Babst, III**  
Babst, Calland, Clements, Zomnir  
Two Gateway Center  
Pittsburgh, PA 15222  
(re: E.E. Zimmerman Co.)
77. **Robert R. Kovalak**  
ICI Paints North America HQ  
East Building  
15885 West Sprague Road  
Strongsville, OH 44136  
(re: Glidden Co)
78. **James T. Millican II,**  
West, Hurd, Fallon, Paisley  
& Howley, L.L.P.  
2500 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113-2241  
(re: Glidden Company)



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

**JUN 09 2005**

REPLY TO THE ATTENTION OF:

Ranbar Technology, Inc.  
P.O. Box 607  
Route 993  
Manor, PA 15665  
(re: Ball/Ranbar/BBT)

**Re: Notice of Administrative Deposition for Dorothy Obitts,  
Chemical Recovery Systems, Inc. Superfund Site, Elyria, Ohio**

Dear Sir or Madam:

The United States Environmental Protection Agency is enclosing a Notice Of Deposition. The Notice advises you that the Agency has scheduled the deposition of Dorothy Obitts for Tuesday, June 21, 2005, at 1:00 p.m., in the City Council Chambers, Elyria City Hall, 131 Court Street, Elyria Ohio.

You or your representative may attend the deposition. The Agency will commence and complete its direct examination of Ms. Obitts as noticed. At the request of certain interested parties and by agreement with the Agency, upon completion of the Agency's direct examination, the interested parties may examine Ms. Obitts.

If you have any questions concerning this matter, please do not hesitate to call me I may be reached at (312) 886-0552.

Yours very truly,

A handwritten signature in black ink, appearing to read "Thomas C. Nash".

Thomas C. Nash  
Associate Regional Counsel

cc: Steve Kaiser

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, ILLINOIS 60604-3590**

IN THE MATTER OF: )

Chemical Recovery Systems, Inc. )

Superfund Site )

142 Locust Street )


Elyria, Ohio 44035 )

) SUBPOENA DUCES TECUM

**NOTICE OF DEPOSITION**

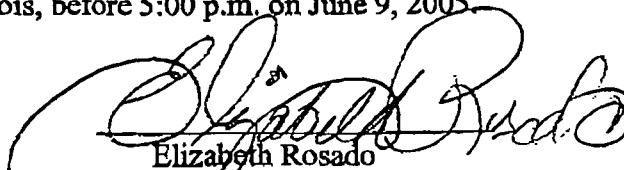
TO: See persons listed on Attachment A.

Please be advised that on Tuesday, June 21, 2005, at 1:00 p.m., in the City Council Chambers, Elyria City Hall, 131 Court Street, Elyria Ohio, the United States Environmental Protection Agency will take the deposition of Dorothy Obitts pursuant to Section 122 (e)(3)(B) of CERCLA, 42 U.S.C. Section 9622(e)(3)(B). A copy of the signed Subpoena is enclosed.

  
Thomas C. Nash

**CERTIFICATE OF SERVICE**

I, Elizabeth Rosado, certify that I caused this Notice Of Deposition to be served upon those persons listed in Attachment A by placement of same in an envelope properly addressed, postage prepaid, and depositing same with the United States Postal Service, at 77 W. Jackson Boulevard, Chicago, Illinois, before 5:00 p.m. on June 9, 2005.

  
Elizabeth Rosado  
Administrative Assistant

United States Environmental  
Protection Agency  
77 W. Jackson Boulevard  
Chicago, Illinois 60604  
(312) 886-1432

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, ILLINOIS 60604-3590**

IN THE MATTER OF:

Chemical Recovery Systems, Inc.  
Superfund Site  
142 Locust Street  
Elyria, Ohio 44035

No.

SUBPOENA DUCES TECUM

TO: Ms. Dorothy Obitts  
1130 Gulf Road  
Elyria, Ohio 44035

Pursuant to the authority of Section 122(e)(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986) (CERCLA), the United States Environmental Protection Agency (U.S. EPA) is issuing this subpoena to collect information necessary or appropriate for performing the allocation under subparagraph (A), or for otherwise implementing Section 122 of CERCLA in connection with the Chemical Recovery Systems Superfund Site, in Elyria, Ohio.

YOU ARE HEREBY COMMANDED TO APPEAR IN PERSON at the following place and time:

Tuesday, June 21, 2005 1:00 p.m.  
City Council Chambers, Elyria City Hall, 131 Court Street, Elyria Ohio

At the above time and place, you must appear and testify, produce requested reports, papers, and documents, and provide answers to questions posed, and provide other information




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that the President, acting through the United States Environmental Protection Agency, deems necessary to implement Section 122 of CERCLA. Your testimony will be provided under oath and will be preserved by a court reporter or other person so authorized. This Subpoena further requires that you remain in attendance until excused by the by the attorney conducting the deposition for the U.S. EPA.

YOU ARE COMMANDED FURTHER TO BRING WITH YOU, at the time and place stated above, and then and there produce for inspection and/or copying, all documents and/or records in your possession which relate to the Chemical Recovery Systems, Inc. Superfund Site. Please note that you may be entitled to claim confidentiality over the information provided to U.S.EPA, in accordance with 40 C.F.R. Part 2.

PLEASE BE ADVISED THAT ANY FAILURE TO COMPLY WITH THIS SUBPOENA MAY SUBJECT YOU TO A CIVIL ENFORCEMENT ACTION.

Issued at Chicago, Il this 9th day of June, 2005.

  
Richard Karl  
Division Director  
IMMED OFC, Superfund Division  
U.S. EPA REGION 5

Any questions concerning this subpoena should be directed to either Thomas Nash at (312) 886-0552 or Steven Kaiser (312) 353-3804, Associate Regional Counsels, United States Environmental Protection Agency, 77 West Jackson Boulevard, Chicago Il 60604.

**CHEMICAL RECOVERY SYSTEMS  
UPDATED SERVICE LIST  
LAST UPDATED JUNE 08, 2005**

- |   |   |
|---|---|
| 1. <b>Addressograph/Multigraph</b><br><b>c/o A.B. Dick Company</b><br><b>Attn: Jeffrey S. Herden</b><br><b>7400 Caldwell Ave.</b><br><b>Niles, IL 60714-3806</b>                                    | 8. <b>Thompson Hine</b><br><b>Attn: Heidi Goldstein</b><br><b>3900 Key Center</b><br><b>127 Public Square</b><br><b>Cleveland, OH 44114-1291</b><br><b>(re: B.F. Goodrich)</b>  |
| 2. <b>KOA Speer Electronics</b><br><b>f/k/a Airco Speer Electronics</b><br><b>Bolivar Drive, PO Box 547</b><br><b>Bradford, PA 16701</b>  | Thompson Hine<br><b>Attn: Keely O'Bryan</b><br><b>3900 Key Center</b><br><b>127 Public Square</b><br><b>Cleveland, OH 44114-1291</b><br><b>(re: B.F. Goodrich)</b>  |
| 3. <b>The Law firm of Shughart Thomson &amp; Kilroy</b><br><b>12 Wyandotte Plaza</b><br><b>120 W. 12<sup>th</sup> St.</b><br><b>Kansas City, MO 64105</b><br><b>(re: Allegheny Label/Dot Label)</b> | 9. <b>Bailey Meter Co.</b><br><b>c/o Babcock &amp; Wilcox</b><br><b>Attn: Donald E. Howdyshell</b><br><b>20 S. Van Buren Ave.</b><br><b>Barberton, OH 44203-0351</b>  |
| 4. <b>US Steel Corporation</b><br><b>Attn: Miles Stipanovich</b><br><b>600 Grant Street, Room 1500</b><br><b>Pittsburgh, PA 15219-2800 (re: Alside)</b>   | 10. <b>Ranbar Technology, Inc.</b><br><b>P.O. Box 607</b><br><b>Route 993</b><br><b>Manor, PA 15665</b>   |
| 5. <b>Ashland Chemical, Inc.</b><br><b>Robin Lampkin-Isabel</b><br><b>P.O. Box 2219</b><br><b>Columbus, OH 43216</b>  | 11. <b>Cavitch, Familo, Durkin &amp; Frutkin</b><br><b>Attn: Thomas M. Cawley</b><br><b>1717 East Ninth Street, 14th Floor</b><br><b>Cleveland, OH 44114-2876</b><br><b>(re: Basic Packaging/Global Film &amp; Packaging)</b> |
| 6. <b>Astatic Corp.</b><br><b>P.O. Box 120</b><br><b>Conneaut, OH 44030</b>   | 12. <b>Walton Paint Company</b><br><b>d/b/a Beaver Paint Company</b><br><b>Attn: Joseph Walton</b><br><b>108 Main Street</b><br><b>Jamestown, PA 16134</b>  |
| 7. <b>Squire, Sanders &amp; Dempsey L.L.P</b><br><b>Attn: Douglas McWilliams</b><br><b>4900 Key Tower, 127 Public Square</b><br><b>Cleveland, OH 44114-1304</b><br><b>(re: Avery/Fasson)</b>        | 13. <b>Black McCuskey Souers &amp; Arbaugh</b><br><b>Attn: Victor Marsh</b><br><b>1000 United Bank Plaza</b><br><b>220 Market Avenue South</b><br><b>Canton, OH 44702-2116 (re: Bison)</b>                                    |

14. **Thompson Coburn**  
Attn: Peter S Strassner  
One US Bank Plaza  
St. Louis, MO 63101  
(RE: Don Cain and C&C Supply)
15. **Roetzel & Andress**  
Attn: **Robert B. Casarona**  
1375 East Ninth St.  
One Cleveland Center, 9<sup>th</sup> Floor  
Cleveland, OH 44114  
(re: Calig Steel Drum/North Coast)
17. **Aztec Peroxides, Inc.**  
f/k/a Carmac Chemical  
555 Garden Street  
Elyria, OH 44035
18. **David B. Graham**  
Kaufman & Canoles  
1200 Old Colony Lane  
P.O. Box 6000  
Williamsburg, VA 23188  
(re: Celanese)
19. **Checkmate Boats**  
3691 State Route 4  
Bucyrus, OH 44820
20. **Chemetron Process Equipment**  
c/o SPX Valves & Controls  
Attn: **John M. Burtis**  
13315 Ballantyne Corporate Place  
Charlotte, NC 28277
21. **Chemical Solvents, Inc.**  
3751 Jennings Rd.  
Cleveland, OH 44109
22. **Chemical Recovery Systems, Inc.**  
Attn: **Peter Shagena**  
42714 Woodward Avenue, Suite A  
Bloomfield Hills, MI 48304-5061
23. **Clyde Paint & Supply Co.**  
Gerald F. Thomas, Registered Agent  
301 Lisa Ann Drive  
Huron, OH 44839
24. **Cuyohoga Chemical Company**  
Attn: **Paul Moffit**  
31452 Roberta Drive  
Bay Village, Ohio 44140  
  
B & McD, Inc.  
c/o James S. Assem  
Vice-President  
First National Tower  
106 South Main Street  
Suite 500  
Akron, OH 44308-1471
25. **E.I. duPont de Nemours**  
f/k/a DuPont Chemical  
Attn: **James B. Allen**  
1007 Market Street  
Wilmington, DE 19898
26. **E.E. Zimmerman Company**  
1370 Old Freeport Rd.  
Pittsburgh, PA 15238
27. **Alan Plotkin**  
12 East 49<sup>th</sup> Street, 27<sup>th</sup> Floor  
New York, NY 10017 (re: Eagle Rubber)
28. **Centria**  
f/k/a **Elwin G. Smith**  
1005 Beaver Grade Road  
Coraopolis, PA 15108  
  
**John J. Kuzman, Jr.**  
AK Steel Corporation  
703 Curtis Street  
Middletown, OH 45043

29. Elyria Foundry  
Attn: Samuel Knezevic  
120 Filbert Street  
Elyria, OH 44036  
  
Chromalloy American Corp.  
f/k/a Elyria Foundry  
3 University Plaza Drive  
Hackensack, NJ 07601  
  
Elyria Foundry  
c/o Sequa Corporation  
200 Park Ave.  
New York, NY 10166
30. Dow Chemical Co.  
f/k/a Essex Chemical-Jamestown Finishes  
Attn: Tracy Goad Walter  
2030 Dow Center  
Midland, MI 48676
31. Mattel, Inc.  
f/k/a Fisher Price Toys  
Attn: Gregg Clark  
333 Continental Blvd.  
El Segundo, CA 90245-5012  
  
Morrison & Foerster  
Attn: Peter Hsiao  
555 West Fifth Street  
Los Angeles, CA 90013 (re: Fisher Price Toys)
32. Ford Motor Company  
Attn: Brian Bussa  
Parklane Towers West Suite 950  
Three Parklane Blvd.  
Dearborn, MI 48126-2568
33. General Motors  
Attn: Linda Bentley (MC 482-C24-D24)  
300 Renaissance Center  
Detroit, MI 48243
34. Continental General Tire  
f/k/a General Tire and Rubber  
Attn: Ralph McCormick  
1800 Continental Blvd.  
Charlotte, NC 28273  
  
GenCorp, Inc.  
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Attn: Chris W. Conley  
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Attn: Richard E. Hahn  
33587 Walker Rd.  
Avon Lake, OH 44012
53. Mary Davis  
Seeley, Savidge & Ebert Co., LPA  
600 Superior Ave., East, Suite 800  
Cleveland, OH 44114  
(re: P&K Oil Service)
54. Babst, Calland, Clements & Zomnir,  
Attn: Lindsay P. Howard  
Two Gateway Center, Eighth Floor  
Pittsburgh, PA 15222  
(re: Parr/Beazer/Koppers)
55. Lexington Precision Corporation  
o/b/o Perry Plastics, Inc.  
40 East 52<sup>nd</sup> Street  
29<sup>th</sup> Floor  
New York, NY 10022
56. Valspar  
Attn: Ronda Bayer  
1101 S Third St.  
Minneapolis, MN 55415 (re: Plasti-Kote)
57. PolyOne Corporation  
(O'Sullivan Corp., S.C.)  
33587 Walker Rd.  
Avon Lake, OH 44012-2343
58. Matthew J. Engott  
Jones Day  
One Mellon Center  
500 Grant Street, Suite 3100  
Pittsburgh, PA 15219  
(re: PPG Industries)
59. Randall Company, Randall Division  
c/o Textron, Inc.  
40 Westminster Street  
Providence, RI 02903-2596
60. Wickens, Herzer, Panza Cook & Batista  
Attn: Richard Panza  
35765 Chester Road  
Avon, OH 44011-1262  
(re: Robert Ross & Sons)
61. Sherwin Williams Co.  
Attn: Allen Danzig  
101 Prospect Avenue NW  
Cleveland, OH 44115-1075  
(re: Sherwin/Sprayon)
63. Solvent Resource Recovery  
4301 Infirmary Rd.  
West Carrollton, OH 45439
64. Roetzel and Andress  
Attn: Shane Farolino  
222 South Main St.  
Akron, OH 44308  
(re: Studebaker Chemical)
65. Superior Chemical Products Co.  
Attn: Charles J. Ramsey  
P.O. Box 1554  
Youngstown, OH 44501-1554
66. Turner & Geisse LLC  
Attn: Timothy F. Geisse  
100 N. Main St., Ste. 350  
Chagrin Falls, OH 44022  
(re: Superior Screw/Superior Products)
67. Frost Brown Todd LLC  
Attn: Daniel A. Brown, Esq.  
300 N. Main St., Suite 200  
Middletown, OH 45042-1919  
(re: Systems Technology Corp)
68. Dow Chemical Co.  
f/k/a Union Carbide Corp.  
2030 Dow Center  
Midland, MI 48674

69. Crompton  
Attn: Pamela Missal  
Benson Road  
Middlebury, CT 06749 (re: Uniroyal)
- Michelin NA  
Attn: James Fannin  
P.O. Box 19001  
One Parkway South  
Greenville, SC 29615 (re: Uniroyal)
70. John Zeravica  
Senior Vice President  
Tommy Armour Golf  
f/k/a Victor Comptometer  
224 East Center Avenue  
Lake Bluff, IL 60044
71. Brian D. Kelly for Virden  
Corporation  
1548 E. 365<sup>th</sup> Street  
Eastlake, OH 44095
- Brian D. Kelly for Virden  
Corporation  
1490 Avon Lane,  
Apt. 1328  
Pompano Beach, FL 33068
72. Whittaker Corporation  
1955 Surveyor Ave.  
Simi Valley, CA 93063-3369
73. Yenkin Majestic Paint Corporation  
Attn: Merom Brachman  
1920 Leonard Avenue  
Columbus, OH 43219
74. Spencer, Fane, Britt & Browne, LLP  
Attn: Kathleen M. Whitby  
1 North Brentwood, Suite 1000  
Clayton, MO 632105  
(re: Western Electric/Lucent)
75. James T. Young  
Young Environmental Services  
c/o Craig E. Young  
285 Manning St.  
Newark, OH 43055-6400
76. Chester R. Babst, III  
Babst, Calland, Clements, Zomnir  
Two Gateway Center  
Pittsburgh, PA 15222  
(re: E.E. Zimmerman Co.)
77. Robert R. Kovalak  
ICI Paints North America HQ  
East Building  
15885 West Sprague Road  
Strongsville, OH 44136  
(re: Glidden Co)
78. James T. Millican II,  
West, Hurd, Fallon, Paisley  
& Howley, L.L.P.  
2500 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113-2241  
(re: Glidden Company)







Shawn N. Gallagher  
Direct Dial 412 394 7715  
Email: sgallagher@thorpreed.com

ATTORNEYS AT LAW SINCE 1895

VIA U.S. MAIL

June 13, 2005

Regional Freedom of Information Officer  
U.S. EPA, Region 5  
77 West Jackson Boulevard (MI-9J)  
Chicago, IL 60604-3590

Re: Freedom of Information Act Request  
Ranbar Technology, Inc.  
Chemical Recovery Systems Site, Elyria, Ohio

Dear FOIA Officer:

Pursuant to the provisions of the Freedom of Information Act, as amended, 5 U.S.C. § 552, and related regulations of the U.S. Environmental Protection Agency ("U.S. E.P.A."), we hereby request copies of records of any and all documents and information in U.S. EPA files that establish, or tend to establish, or indicate, or tend to indicate, that Ranbar Technology, Inc. generated and/or shipped any hazardous substances to the Chemical Recovery Systems Site, Elyria, Ohio.

If portions of any requested documents or records are exempt from disclosure under the Freedom of Information Act, we request that all non-exempt, reasonably segregable portions of such documents be made available. We are willing, of course, to pay a reasonable charge for copying of any such documents. We also request that U.S. EPA identify any documents or portions thereof that U.S. EPA deems to be exempt from disclosure and explain the basis for the nondisclosure or alleged exemption from disclosure of any such documents or portions thereof.

We shall appreciate your prompt attention to this request. In this regard, we anticipate a formal response from you within twenty (20) working days pursuant to 5 U.S.C. § 552 (a)(6)(A)(i). Please telephone me at (412) 394-7115 if you have any questions regarding this request.

Pittsburgh

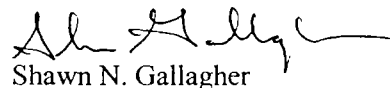
Philadelphia

Princeton

Wheeling

Thorp Reed & Armstrong, LLP  
One Oxford Centre  
301 Grant Street, 14th Floor  
Pittsburgh, PA 15219-1425  
412 394 7711  
412 394 2555 Fax

Very truly yours,

  
Shawn N. Gallagher

SNG/sng

cc: Joseph R. Brendel, Esquire





Shawn N. Gallagher  
Direct Dial 412 394 7715  
Email: sgallagher@thorpreed.com

ATTORNEYS AT LAW SINCE 1895

VIA U.S. MAIL

June 13, 2005

Regional Freedom of Information Officer  
U.S. EPA, Region 5  
77 West Jackson Boulevard (MI-9J)  
Chicago, IL 60604-3590

Re: Freedom of Information Act Request  
Ball Chemical Co.  
Chemical Recovery Systems Site, Elyria, Ohio

Dear FOIA Officer:

Pursuant to the provisions of the Freedom of Information Act, as amended, 5 U.S.C. § 552, and related regulations of the U.S. Environmental Protection Agency ("U.S. E.P.A."), we hereby request copies of records of any and all documents and information in U.S. EPA files that establish, or tend to establish, or indicate, or tend to indicate, that Ball Chemical Co. generated and/or shipped any hazardous substances to the Chemical Recovery Systems Site, Elyria, Ohio.

If portions of any requested documents or records are exempt from disclosure under the Freedom of Information Act, we request that all non-exempt, reasonably segregable portions of such documents be made available. We are willing, of course, to pay a reasonable charge for copying of any such documents. We also request that U.S. EPA identify any documents or portions thereof that U.S. EPA deems to be exempt from disclosure and explain the basis for the nondisclosure or alleged exemption from disclosure of any such documents or portions thereof.

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Pittsburgh

Philadelphia

Princeton

Wheeling

Thorpe Reed & Armstrong LLP  
One Oxford Centre  
301 Grant Street 14th Floor  
Pittsburgh, PA 15219-1425  
412 394 7711  
412 394 2555 Fax

Very truly yours,

Shawn N. Gallagher

SNG/sng

cc: Joseph R. Brendel, Esquire





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

June 16, 2005

Shawn Gallagher  
Thorp Reed & Armstrong  
One Oxford Centre  
301 Grant Street, 14th Floor  
Pittsburgh, PA, 15219-1425  
United States

RE: Freedom of Information Act (FOIA), 5 U.S.C. 552  
Request #: 05-RIN-01409-05  
Description: Ranbar Technology, Inc. Chemical Recovery  
Systems Site, Elyria, Ohio

Dear Mr. Gallagher,

Thank you for your FOIA request dated June 13, 2005 and received in this office on June 16, 2005, for records related to:

Ranbar Technology, Inc. Chemical Recovery Systems Site, Elyria, Ohio

The Agency has twenty (20) working days to respond to your request, except when you have agreed to an alternate due date or unusual circumstances exist that would require an extension of time under 5 U.S.C. 552 (a)(6)(B). Please be advised that in accordance with EPA's revised FOIA regulations (40 CFR 2.100, et. Seq.), effective November 5, 2002, the Agency's fees for processing requests have changed. The new fee schedule is as follows:

- Clerical staff time billed at \$4.00 per 15 minutes of search and/or review
- Professional staff time billed at \$7.00 per 15 minutes of search and/or review
- Managers' time billed at \$10.25 per 15 minutes of search and/or review
- No fee will be charged for services at or below \$14.00
- Assurance of payment of fees above \$25.00 will be obtained from the requester before commencing any work
- Advance payment of fees above \$250 may be required by the Agency before commencing any work

We hope to respond to you soon. In the interim, please contact us if you have any questions about your request. Please cite your FOIA request number in all communications.

Information Management Branch  
Freedom of Information Officer (MI-9J)  
Office: (312) 886-6686  
Fax: (312) 886-1515

JUN 20 2005



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

June 16, 2005

Shawn Gallagher  
Thorp Reed & Armstrong  
One Oxford Centre  
301 Grant Street, 14th Floor  
Pittsburgh, PA, 15219-1425  
United States

RE: Freedom of Information Act (FOIA), 5 U.S.C. 552  
Request #: 05-RIN-01410-05  
Description: Ball Chemical Co. Chemical Recovery Systems  
Site, Elyria, Ohio

Dear Mr. Gallagher,

Thank you for your FOIA request dated June 13, 2005 and received in this office on June 16, 2005, for records related to:

Ball Chemical Co. Chemical Recovery Systems Site, Elyria, Ohio

The Agency has twenty (20) working days to respond to your request, except when you have agreed to an alternate due date or unusual circumstances exist that would require an extension of time under 5 U.S.C. 552 (a)(6)(B). Please be advised that in accordance with EPA's revised FOIA regulations (40 CFR 2.100, et. Seq.), effective November 5, 2002, the Agency's fees for processing requests have changed. The new fee schedule is as follows:

- Clerical staff time billed at \$4.00 per 15 minutes of search and/or review
- Professional staff time billed at \$7.00 per 15 minutes of search and/or review
- Managers' time billed at \$10.25 per 15 minutes of search and/or review
- No fee will be charged for services at or below \$14.00
- Assurance of payment of fees above \$25.00 will be obtained from the requester before commencing any work
- Advance payment of fees above \$250 may be required by the Agency before commencing any work

We hope to respond to you soon. In the interim, please contact us if you have any questions about your request. Please cite your FOIA request number in all communications.

Information Management Branch  
Freedom of Information Officer (MI-9J)  
Office: (312) 886-6686  
Fax: (312) 886-1515

JUN 20 2005







**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

July 12, 2005

REPLY TO THE ATTENTION OF:

Mr. Shawn N. Gallagher  
Thorp Reed & Armstrong  
One Oxford Centre  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219

RE: Freedom of Information Act Request  
RIN: 01409 & 1410-05

Dear Mr. Gallagher:

This is the Waste, Pesticides and Toxics Division (WPTD) response to your Freedom of Information Act (FOIA) request received June 16, 2005, which you requested information for Ball Chemical and Ranbar Technology, Inc. generating and/or shipping any hazardous substances to the Chemical Recovery systems site, Elyria, Ohio.

We understand that Ball Chemical and Ranbar Technology, Inc. are located in the State of Pennsylvania which are not located in Region 5. You may wish to contact Region 2 for further information on these two sites since the States handle manifest forms and the USEPA does not.

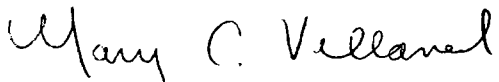
We do not have the information you requested in our WPTD Office. If you consider this response to be a denial of your request, you have the right to appeal this determination to EPA, Office of Environmental Information, Records, Privacy and FOIA Branch (2822T), 1200 Pennsylvania Avenue, N.W., Washington, D.C. 20460. The appeal must be made in writing, and it must be received at this address no later than 30 days from the date of this letter. The Agency will not consider appeals received after the 30-day limit. The appeal may include as much or as little related information as you wish, as long as it clearly identifies the determination being appealed (including the assigned FOIA request number 05-RIN-01409 & 1410-05.) For quickest possible handling, the appeal letter and its envelope should be marked "Freedom of Information Act Appeal."

The Superfund Division will respond separately to the other portion of your request.

A Bill for Collection may be provided in the near future if costs exceed the \$14.00 minimum.

If you have any questions regarding this response, please contact me at (312) 886-7439 or Ms. Jane E. Ratcliffe, Chief of the Information Management Section at (312) 886-7449. To better serve you, the Agency has enclosed several Internet Websites for your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Mary C. Villarreal".

Mary C. Villarreal  
FOIA Team Leader  
Information Management Section

Enclosures

## STATE FREEDOM OF INFORMATION ACT CONTACTS

### ILLINOIS

Ms. Jan Ogden  
Illinois Environmental Protection Agency  
1021 North Grand Ave. East  
P.O. Box 19276  
Springfield, IL 62702-3998  
Telephone Number (217) 782-9890  
Fax Number (217) 524-4193

### INDIANA

Ms. Glynda Oakes  
Office of Land Quality  
Indiana Department of Environmental Quality  
100 North Senate Ave.  
P.O. Box 6015  
Indianapolis, IN 46206-6015  
Telephone Number (317) 233-1052

### MICHIGAN

Ms. Rebecca Patrick  
Waste Management Division  
Michigan Department of Environmental Quality  
P.O. Box 30473  
Lansing, MI 48909-7973  
Phone Number (517) 241-7416

### MINNESOTA

Ms. Christine Malec  
Hazardous Waste Division  
Minnesota Pollution Control Agency  
520 Lafayette Road, North  
St. Paul, MN 55155-4194  
Telephone Number (651) 297-5177  
Fax Number (651) 296-7782

### OHIO

Ms. Marilyn Macklin  
Ohio Environmental Protection Agency  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
Telephone Number (614) 644-2943

### WISCONSIN

Ms. Helen Flores  
Wisconsin Department of Natural Resources  
101 South Webster Street  
P.O. Box 7921  
Madison, WI 53707-7921  
Telephone Number (608) 266-7528  
Fax Number (608) 267-2768

United States  
Environmental Protection  
Agency

Region 5  
Illinois, Indiana, Michigan  
Minnesota, Ohio, Wisconsin

Waste, Pesticides & Toxics Division  
77 West Jackson Blvd., DM-7J  
Chicago, Illinois 60604-3590



## **General USEPA Internet Websites**

### **Region 5 Waste, Pesticides and Toxics Division**

<http://www.epa.gov/region5/waste/>

#### **Envirofacts Database**

[http://www.epa.gov/enviro/index\\_java.html](http://www.epa.gov/enviro/index_java.html)

### **Region 5 RCRA Corrective Action Guidance**

<http://www.epa.gov/reg5rcra/ca/guidance.htm>

### **Region 5 RCRA Corrective Action**

<http://www.epa.gov/reg5rcra/ca/>

### **Region 5 Pollution Prevention Program**

<http://www.epa.gov/region5/p2/>

### **Region 5 Waste Minimization Program**

<http://www.epa.gov/reg5rcra/wptdiv/wastemin/>

### **Office of Solid Waste**

(Hazardous, Municipal, Industrial, Special & Universal Wastes)

<http://www.epa.gov/osw/>

### **Office of Underground Storage Tanks**

<http://www.epa.gov/swerst1/>

### **USTfields**

(Brownfields with underground storage tanks)

<http://www.epa.gov/swerst1/ustfield/index.htm>

### **PCB Homepage**

<http://www.epa.gov/opptintr/pcb/>

### **Enviromapper**

<http://www.epa.gov/enviro/html/em/index.html>

### **Window to My Environment**

(Environmental Conditions and features in an area of your choice)

<http://www.epa.gov/enviro/wme/>

### **Region 5 RCRA Hazardous Waste Reports**

[http://www.epa.gov/reg5rcra/wptdiv/data/RCRAInfo\\_Reports\\_Data\\_Info\\_Page.html](http://www.epa.gov/reg5rcra/wptdiv/data/RCRAInfo_Reports_Data_Info_Page.html)

### **Freedom of Information Act**

(To request site-specific information)

<http://www.epa.gov/region5/foia.htm>

call the FOIA Hotline 312-886-6686

FOIA requests to EPA must be in writing  
and sent to the Freedom of Information Officer,  
USEPA Region 5 (MRI-9J),  
77 West Jackson Blvd., Chicago, IL 60604-3590,  
email: [r5foia@epa.gov](mailto:r5foia@epa.gov), Fax: 312-886-1515





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

JUL 15 2005

REPLY TO THE ATTENTION OF  
SRC-7J

Shawn N. Gallagher  
Thorp Reed Armstrong  
One Oxford Centre  
301 Grant Street, 14th Floor  
Pittsburgh, PA 15219

Re: Freedom of Information Act  
Request Identification Number: 05-RIN-01409-05  
Site/Project/File Number: Chemical Recovery Systems Site/ Ranbar Technology, Inc.,

Dear Mr. Gallagher:

This letter serves as an interim response to your Freedom of Information Act request of June 13, 2005. During a telephone conversation with your office on July 15, 2005, I advised you that additional time was needed in order to fully respond to your request. You should receive a response on or before July 29, 2005.

Enclosed with this letter are documents from the Civil Investigators and are responsive to your request. If other document are located for this request, those documents will be forwarded to you as soon as possible.

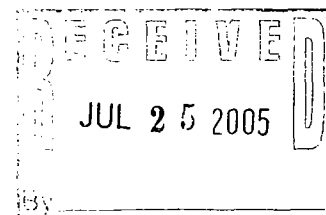
Should you have questions, please contact me at (312) 886-6225. All other matters should be directed to Dr. Carolyn D. Bohlen, Chief, Documents Management Section at (312) 886-6541.

Sincerely,

A handwritten signature in cursive script, appearing to read "Melvina M. Taylor".

Melvina M. Taylor  
FOIA Specialist for Ohio  
Documents Management Section  
Superfund Division

cc: Region 5 FOIA Office, MRI-9J  
FOIA File



## DOCUMENTS TO THE REQUESTOR

### Documents

- /1. Federal Register Caldwell Systems, Incorporated,  
Superfund Site: Notice Proposed De Minimis Settlements  
February 8, 1999, 2005  
3 pages
- /2. Pittsburgh Technology re:Ranbar Technology, Incorporated  
Membership  
information  
July 14, 2005  
1 page
- /3. Department of State re: Basic Entity Information  
Form for B.B.T., Incorporated  
March 11, 1908  
2 pages
- /4. Department of State re: Basic Entity Information  
Form for Ranbar Technology, Incorporated  
August 10, 1984  
2 pages
- /5. LexisNexis re: List  
February 9, 2005  
1 page
- /6. Department of State Basic Entity Information  
Form for Ranbar Holdings, Incorporated  
December 23, 2002  
1 page
7. Lexis Nexis re: Harris County, Texas,  
Assumed Business Names Ball Chemical Company  
July 19/1985  
8 pages
8. PA UCC Summary/Detail Search by Debtor Name re  
February 9, 2005  
1 page
9. Federal Employer Identification Number  
re: Ranbar Technology, Incorporated  
D/B/A Ball Chemical  
3/31/2004  
1 page







UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

JUL 28 2005

REPLY TO THE ATTENTION OF:

SRC-7J

Shawn N. Gallagher  
Thorp Reed Armstrong, LLP  
One Oxford Centre  
301 Grant Street, 14th Floor  
Pittsburgh, PA 15219

Re: Freedom of Information Act  
Request Identification Number: 05-RIN-01409-05  
Site/Project/File Number: Ranbar Technology, Incorporated

Dear Mr. Gallagher:

This letter serves as a final response to your Freedom of Information Act (FOIA) request dated June 13, 2005. This request has been designated by the United States Environmental Protection Agency (U.S. EPA) as a multi-program Combined Billing request.

In a letter forwarded to you on July 15, 2005, the Superfund Division forwarded to you all of the responsive documents that were located for this request. Attached is the listing of documents that were forwarded to you previously.

The nature of your request indicates documents may be available from two or more Offices and/or Divisions within Region 5. Charges may be applicable from each Office and/or Division processing your request.

Each Office and/or Division involved in processing this request will provide you with a response. You will be billed within 60 days from the date of your initial FOIA inquiry. If additional time is needed to respond to your request, you may receive a separate bill from the respective Divisions/Offices.

The Superfund Record Center located in Room 711 at the U.S. EPA Office is open to the public Monday through Friday 8:00 a.m. to 4:00 p.m. Additional information can be obtained online at [http://www.epa.gov/region5superfund/sfd\\_foia.htm](http://www.epa.gov/region5superfund/sfd_foia.htm).

In an effort to improve our service to you, we are conducting a survey. Please complete the enclosed Customer Service Card and return it to us.

- 2 -

Should you need additional assistance or have questions regarding your FOIA request, you may contact me at (312) 886-6225. All other matters should be directed to Dr. Carolyn D. Bohlen, Chief, Documents Management Section at (312) 886-6541.

Sincerely,

A handwritten signature in cursive script, appearing to read "Melvina M. Taylor".

Melvina M. Taylor  
FOIA Specialist for Ohio  
Documents Management Section  
Superfund Division

Enclosures

cc: Region 5 FOIA Office, MRI-9J  
FOIA File

## DOCUMENTS TO THE REQUESTOR

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1 page
9. Federal Employer Identification Number  
re: Ranbar Technology, Incorporated  
D/B/A Ball Chemical  
3/31/2004  
1 page





## U.S. Environmental Protection Agency Federal Register Environmental Documents

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### Caldwell Systems, Inc., Superfund Site; Notice Proposed De Minimis Settlements

[FR Home](#)  
[About the Site](#)  
[FR Listserv](#)  
[FR Search](#)  
[Contact Us](#)

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Dockets](#)

[Unified Agenda](#)

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[Current Laws  
and Regulations](#)

[Federal Register: February 8, 1999 (Volume 64, Number 25)]  
[Notices]

[Page 6077-6078]

From the Federal Register Online via GPO Access [wais.access.gpo.gov]  
[DOCID:fr08fe99-85]

[[Page 6077]]

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ENVIRONMENTAL PROTECTION AGENCY

[FRL-6231-5a]

Caldwell Systems, Inc., Superfund Site; Notice of Proposed De  
Minimis Settlements

Agency: Environmental Protection Agency.

action: Notice of proposed de minimis settlements.

-----  
summary: Under section 122(g)(4) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Environment Protection Agency (EPA) has offered approximately 500 de minimis parties at the Caldwell Systems, Inc. Site located in Lenoir, North Carolina, an opportunity to enter into an Administrative Order on Consent (AOC) to settle claims for past and future response costs the Site. The original settlement offer contained a cost matrix with weight assigned to each party along with a payment amount for each party. The original cost matrix is no longer accurate because of volumetric challenges. These challenges were reviewed and it was determined that the volumes attributed to some of these parties were incorrect. These parties received letters indicating their new weight and payment amounts, if any, and these letters are attached to the original cost matrix. Additionally, the State of North Carolina has a separate AOC. The following list of 359 parties have returned signature pages accepting EPA's settlement offer:

A.E.P. Industries, Inc., A.G. Industries, AVX, Acme Printing, Acme Transformer, Aeroquip, Alcatel Telecommunications Cable aka Alcatel

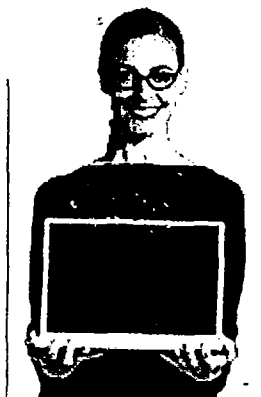
Inc., Sherrill Furniture Company, Southeastern Transformer Co., Inc., Southern Facilities, Southern Furniture, Southern Resin, Spindale Mills Inc. aka New Cherokee, Sprague Electric Co., Square Company, St. Regis Paper Company, Stabilus aka Gas Spring Company, Stanadyne-Washington, Stanadyne-Sanford, Standard Products Co., Standex, Stanley Furniture aka Raleigh Road Furniture, Star Enterprises, State Industries, Inc.-Water Systems, Stauffer Chemical Company-Furnace Plant, Stockhausen, Stroh Brewing Company, Style Upholstery, Sulzer Ruti, Inc., Sun Chemical Corporation aka Sun Chemical Corporation aka Gen. Printing Ink, Sun Refining & Marketing Company, Superior Cable Company, Supercap, Inc., T&S Brass & Bronze, T.I. Industries-Indiana Marketing, Technibilt Division of Whittaker Co., Technographics Decotone U.S., Inc., Ted Nelson Company, Teledyne-Lewisburg, Tenneco Oil Company, Terrell Machine Company, Texaco, Texas City Refining, Thayer Coggins, Inc., Therm-o-disc, Inc., Thomasville Furniture, Thonet Industries, Tidewater Regional Transit, Tietex Corporation, Timken Company, Tracor Aerospace, Inc, Transcontinental Gas Pipeline, Triad Terminal Oil Company, Trion, Inc., Tritac, Union Oil Company-Southeast Terminals, Unitex Chemical Company, Unocal, VME Americas, Inc., Varco Pruden, Vaughan Furniture Company, Vaughn Bassett-Elkin Division, Vermont American Corporation, Vic Bailey, Virginia Department of Highways & Transportation, W.P. Hickman Company, Wake Medical Center, Walter Kidde Company, Warlick Paint Company, Washington Post, Waster Resources of Tennessee, Wayne Dalton Corporation, Weber USA, Wellington Hall, Ltd., Wells Aluminum S.E., Inc., West Vaco-Chemical Division, St. John's Department, Westclox, Western Branch Diesel, Inc., Western Publishing Co., Weyerhaeuser, Whittaker Corporation, William M. Wilson's Sons, Inc., Winston Container Co., and Yieldhouse.

EPA will consider public comments on the proposed settlements thirty days. EPA may withdraw from or modify the proposed settlements should such comments disclose facts or considerations which indicate the proposed settlements are inappropriate, improper, or inadequate. Copies of the proposed settlements are available from: Ms. Paula V. Batchelor, U.S. Environmental Protection Agency, Region IV, Program Services Branch, Waste Management Division, 61 Forsyth Street, S.W. Atlanta, Georgia 30303, (404) 562-8887.

Written comments may be submitted to Ms. Annette Hill at the address within thirty (30) days of the date of publication.

Dated: January 22, 1999.  
 Franklin E. Hill,  
 Chief, Programs Services Branch, Waste Management Division.  
 [FR Doc. 99-2987 Filed 2-5-99; 8:45 am]  
**BILLING CODE 6560-50-M**



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## MEMBERSHIP

### Ranbar Technology Inc.

Ranbar Technology Inc. manufactures coating resins for architectural and industrial coatings. Ranbar's product line includes more than 100 different coating resins and clear industrial finishes for both the steel and electrical industries. Many coatings have been developed based on internal proprietary resin development. The Company was incorporated in 1984 through the purchase of the assets Ball Chemical Company.

Ranbar has more than 70,000 square feet of manufacturing space for specialty resins and Coatings. Production was relocated from the Glenshaw plant to a sister company, Ranbar Electrical Materials Inc., during 2003.

Ranbar Technolo

Tech 5-0 (10/4/2002)**Tech 50 Winner!**2002, Advanced Mar  
category

1997, \$10M - \$25M c

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## Entity Details



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### Basic Entity Information

**Entity Type** PENNSYLVANIA BUSINESS CORPORATION  
**Entity Name** B.B.T., INC.  
**Entity No.** 26001  
**Filing Date** 03/11/1908 **Letter of Consent** No  
**Address** 1486 BUTLER PLANK RD  
 GLENSHAW Pennsylvania USA 15116  
**County** Allegheny **Jurisdiction** -  
**Purpose** BROAD  
**Limited Authority** No

### Corporate Officers

**Updated Date** 03/11/1908  
**President** HIRAM P BALL  
**Secretary** -  
**Treasurer** HENRY A BALL  
**Vice-President** JOSEPH H TAYLOR

### Old Names

BALL CHEMICAL COMPANY

### Instrument History

Doc Type	Microfilm#	Micro# Start	Micro# End	Filing Date	Comments
ARTICLES OF AMENDMENT- BUSINESS	8463	36	38	10/05/1984	NCFR: BALL CHEMICAL COMPANY
ARTICLES OF AMENDMENT- BUSINESS	942	1310	1313	07/16/1947	CBC 47-15-STK
LETTERS PATENT	545	388	0	03/11/1908	LP 77
ARTICLES OF INCORPORATION- BUSINESS	216	291	0	03/11/1908	CH 104

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### Basic Entity Information

**Entity Type** PENNSYLVANIA BUSINESS CORPORATION  
**Entity Name** RANBAR TECHNOLOGY, INC.  
**Entity No.** 828443  
**Filing Date** 08/10/1984 **Letter of Consent** No  
**Address** 1114 WILLIAM FLINN HWY  
GLENSHAW Pennsylvania USA 15116  
**County** Allegheny **Jurisdiction** PA  
**Purpose** BROAD-MFG & SALE OF PAINTS, RESINS & CHEMICALS  
**Limited Authority** No

### Corporate Officers

**Updated Date** 08/10/1984  
**President** RANDALL L C RUSSELL  
**Secretary** BARBARA W RUSSELL  
**Treasurer** WILLIAM R HUDDLESTON  
**Vice-President** JOSEPH H TAYLOR

### Instrument History

Doc Type	Microfilm#	Micro# Start	Micro# End	Filing Date
ARTICLES OF AMENDMENT-BUSINESS	2002106	57	59	12/23/2002
DECENNIAL REPORT	9984	453	453	11/22/1999
ARTICLES OF AMENDMENT-BUSINESS	8470	372	375	11/14/1984
ARTICLES OF INCORPORATION-BUSINESS	8453	162	164	08/10/1984

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- 
1. BALL CHEMICAL COMPANY, ASSUMED NAME, 7/19/1985, 0672794, HARRIS COUNTY, TEXAS, ASSUMED BUSINESS NAMES
  2. BALL CHEMICAL COMPANY, FICTITIOUS NAME, 0841456, PASOS
  3. RANBAR TECHNOLOGY, INC., FOREIGN BUSINESS CORPORATION, 6/21/1985, 0006614606, TEXAS SECRETARY OF STATE
  4. RANBAR TECHNOLOGY, INC., INCORPORATED BUSINESS, IN GOOD STANDING (ACTIVE), 0828443, PASOS
  5. RUSSELL FAMILY PARTNERSHIP, LIMITED PARTNERSHIP, IN GOOD STANDING (ACTIVE), 2771443, PASOS
-

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### Basic Entity Information

**Entity Type** PENNSYLVANIA BUSINESS CORPORATION  
**Entity Name** RANBAR HOLDINGS, INC.  
**Entity No.** 3113312  
**Filing Date** 12/23/2002 **Letter of Consent** No  
**Address** 1114 WM FLINN HWY  
GLENSHAW Pennsylvania USA 15116  
**County** Allegheny **Jurisdiction** PA  
**Purpose** HOLDING COMPANY  
**Limited Authority** No

### Corporate Officers

**Updated Date** 12/23/2002  
**President** RANDALL L C RUSSELL  
**Secretary** RANDALL L RUSSELL  
**Treasurer** RANDALL L RUSSELL  
**Vice-President** -

### Instrument History

Doc Type	Microfilm#	Micro# Start	Micro# End	Filing Date
ARTICLES OF INCORPORATION-BUSINESS	2002105	1039	1040	12/23/2002

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AGENCY**

**HARRIS COUNTY, TEXAS, ASSUMED BUSINESS NAMES**

**DBA Name:** BALL CHEMICAL COMPANY

**Business Address:**

ADDRESS NOT SHOWN

HARRIS CTY, TX

District: DOWNTOWN

**Type:** ASSUMED NAME

**Filing Date:** 7/19/1985

**Owner(s):**

**RANBAR TECHNOLOGY INC**

1515 OLD BEULAH RD

PITTSBURGH PA 15235

**Filing Number:** 0672794

**Microfilm Number:** 210001994

---

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PENNSYLVANIA DEPARTMENT OF STATE, CORPORATE/LTD PARTNERSHIP RECORD

**NAME:** BALL CHEMICAL COMPANY

**OWNED-BY:** RANBAR TECHNOLOGY INC

**TYPE:** FICTITIOUS NAME

**DATE OF INCORPORATION/QUALIFICATION:** 10/15/1984

**REGISTERED OFFICE:** 1486 BUTLER PLANKRD  
GLENSHAW, PA 15116-0000  
ALLEGHENY COUNTY

**PURPOSE:** PAINT & CHEMICAL MANUFACTURING AND SALES

**NUMBER:** 0841456

**HISTORY:**

<b>DATE</b>	<b>TRANSACTION</b>	<b>MICROFILM ROLL START/END</b>
10/15/1984	CORPORATE FICTITIOUS NAME	0008463 1612/0000

---



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**CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE ISSUING GOVERNMENT  
AGENCY**

TEXAS SECRETARY OF STATE

**Company Name: RANBAR TECHNOLOGY, INC.**

**Business Address:**

ROUTE 993 PO BOX 607  
MANOR, PA 15665

**Type: FOREIGN BUSINESS CORPORATION**

**Status: IN EXISTENCE**

**Standing: IN GOOD STANDING, NOT FOR DISSOLUTION OR WITHDRAWAL**

**Filing Date: 6/21/1985**

**Duration: PERPETUAL**

**State or Country of Incorporation: PENNSYLVANIA**

**Registered Agent: GARY RENFRO**

**Registered Office:**

1814 HALYARD  
CROSBY,, TX 77532

**Other Name Information:**

**RANBAR TECHNOLOGY, INC.**

Type: LEGAL

Status: IN USE

Creation Date: 6/21/1985

**BALL CHEMICAL COMPANY**

Type: ASSUMED

Status: EXPIRED

Creation Date: 6/21/1985

Expiration Date: 6/21/1995

Inactive Date: 6/21/1995

Counties: HARRIS

**Filing Number:** 0006614606

**State Taxpayer Number:** 12514747141

**Officers, Directors:**

RANDELL L RUSSELL  
VICE PRESIDENT  
105 TREE FARM ROAD  
PITTSBURGH, PA 15238

RANDELL L C RUSSELL  
PRESIDENT  
1515 OLD BEULAH ROAD  
PITTSBURGH, PA 15235

**History:**

File Date: 12/31/2004  
Transaction: PUBLIC INFORMATION REPORT (PIR)  
Microfilm Number: 077785110001

File Date: 12/31/2003  
Transaction: PUBLIC INFORMATION REPORT (PIR)  
Microfilm Number: 045938880001

File Date: 12/31/2002  
Transaction: PUBLIC INFORMATION REPORT (PIR)  
Microfilm Number: 033891490001

File Date: 12/31/2000  
Transaction: PUBLIC INFORMATION REPORT (PIR)  
Microfilm Number: 000007336980

File Date: 5/9/1988  
Transaction: CHANGE OF REGISTERED AGENT/OFFICE  
Microfilm Number: 000003037248

File Date: 6/21/1985  
Transaction: APPLICATION FOR CERTIFICATE OF AUTHORITY  
Microfilm Number: 000003037246

File Date: 6/21/1985

Transaction: ASSUMED NAME CERTIFICATE

Microfilm Number: 000003037247

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PENNSYLVANIA DEPARTMENT OF STATE, CORPORATE/LTD PARTNERSHIP RECORD

**NAME:** RANBAR TECHNOLOGY, INC.

**TYPE:** INCORPORATED BUSINESS

**STATUS:** IN GOOD STANDING (ACTIVE)

**DURATION:** PERPETUA

**DATE OF INCORPORATION/QUALIFICATION:** 08/10/1984

**MAILING ADDRESS:** 1114 WM FLINN HGWY  
GLENSHAW, PA 15116-0000

**STATE:** PENNSYLVANIA

**REGISTERED OFFICE:** 1114 WILLIAM FLINN HWY  
GLENSHAW, PA 15116-0000  
ALLEGHENY COUNTY

**PURPOSE:** BROAD-MFG & SALE OF PAINTS, RESINS & CHEMICALS

**OFFICERS:**

Name	Title
RANDALL L C RUSSELL	CEO
BARBARA W RUSSELL	SECRETARY
WILLIAM R HUDDLESTON	TREASURER
JOSEPH H TAYLOR	VICE PRESIDENT

Effective 12/31/1989

**NUMBER:** 0828443

**HISTORY:**

DATE	TRANSACTION	MICROFILM ROLL START/END
12/23/2002	AMENDMENT - BUSINESS	2002106 0057/0059
COMMENTS: STK		
11/22/1999	DECENNIAL REPORT	0009984 0453/0453
COMMENTS: ADR		
11/14/1984	AMENDMENT - BUSINESS	0008470 0372/0375
COMMENTS: STK		

08/10/1984    ARTICLES OF INCORPORATION - BUSINESS    0008453    0162/0164

---

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PENNSYLVANIA DEPARTMENT OF STATE, CORPORATE/LTD PARTNERSHIP RECORD

**NAME:** RUSSELL FAMILY PARTNERSHIP

**TYPE:** LIMITED PARTNERSHIP

**STATUS:** IN GOOD STANDING (ACTIVE)

**DATE OF INCORPORATION/QUALIFICATION:** 08/19/1997

**STATE:** PENNSYLVANIA

**REGISTERED OFFICE:** 1114 WILLIM FLINN HIGHWAY  
GLENSHAW, PA 15116-0000  
ALLEGHENY COUNTY

**PARTNERS:** RANBAR TECHNOLOGY INC

**NUMBER:** 2771443

**HISTORY:**

DATE	TRANSACTION	MICROFILM ROLL START/END
08/19/1997	LIMITED PARTNERSHIP	0009762 1114/1115

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PA UCC Summary/Detail Search by Debtor-Name  
State Reported Data Available From 00/00/0000 Through 03/05/2003  
Last Completed Filing Data Available From 00/00/0000 Through 03/21/2003

Date: 2/ 9/2005

Time: 7:50 PM

Reference: Chemical Recov

Requestor: MH

Search Criteria: DETAIL - BALL CHEMICAL COMPANY

This data is for informational purposes only. Certification can only be obtained through The Office of The Pennsylvania Department of State.

---

1 Filing Number: 19531119  
Filing Type: UCC1 - Financing Statement  
File Date/Time: 03/27/1991 09:16

Debtor: RANBAR TECHNOLOGY INC  
1114 WILLIAM FLINN HWY  
GLENSHAW, PA 15116

Add'l Debtors: BALL CHEMICAL COMPANY  
1114 WILLIAM FLINN HWY  
GLENSHAW, PA 15116

Secured Party: INTEGRA BUSINESS CREDIT CO  
801 PENN AVE  
PGH, PA 15222

Expire Date: 03/27/1996

2 Filing Number: 20101536  
Filing Type: UCC1 - Financing Statement  
File Date/Time: 09/30/1991 10:55

Debtor: RANBAR TECHNOLOGY INC  
1114 WILLIAM FLINN HWY  
GLENSHAW, PA 15116-2657

Add'l Debtors: BALL CHEMICAL COMPANY  
1114 WILLIAM FLINN HWY  
GLENSHAW, PA 15116-2657

Secured Party: INTEGRA BUSINESS CREDIT CO  
801 PENN AVE  
PGH, PA 15222

Expire Date: 09/30/1996

End of search.

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Federal Employer Identification Number - by Business Name  
Data Available From 00/00/0000 Through 03/31/2004

Date: 2/ 9/2005

Time: 7:51 PM

Reference: Chemical Recov

Requestor: MH

Search Criteria: BALL CHEMICAL

---

Item Number: 1

---

Federal Employer ID Number: 25-1474714  
FEIN issued location: PITTSBURGH, PA  
Business Name: RANBAR TECHNOLOGY INC  
Address: 1114 WILLIAM FLYNN PKWY  
GLENSHAW, PA 15116  
Phone Number: (412) 486-1111  
Chief Executive: RANDALL L C RUSSELL  
Title: PRES  
SIC: 28210000 - PLASTICS MATERIALS AND RESINS  
Company Name: RANBAR TECHNOLOGY, INC.  
Source of FEIN: DEPARTMENT OF TREASURY  
Reported Date: 11/01/2001  
Source Duns Number: 040539587  
Case Duns Number: 004336863

Item Number: 2

---

Federal Employer ID Number: 25-1474714  
FEIN issued location: PITTSBURGH, PA  
Business Name: RANBAR TECHNOLOGY INC  
Address: 1114 WILLIAM FLYNN PKWY  
GLENSHAW, PA 15116  
Phone Number: (412) 486-1111  
Chief Executive: RANDALL L C RUSSELL  
Title: PRES  
SIC: 28210000 - PLASTICS MATERIALS AND RESINS  
Company Name: RANBAR TECHNOLOGY, INC.  
Source of FEIN: DEPT OF TREASURY - ERISA  
Reported Date: 12/01/2000  
Source Duns Number: 003254885  
Case Duns Number: 004336863

Item Number: 3

---

Federal Employer ID Number: 25-1474714  
FEIN issued location: PITTSBURGH, PA  
Business Name: RANBAR ELECTRICAL MATERIALS  
Address: RT. 993, PENN TOWNSHIP  
MANOR, PA 15665  
Phone Number: (724) 864-8200  
Chief Executive: RANDALL L C RUSSELL  
Title: PRESIDENT  
SIC: 28210000 - PLASTICS MATERIALS AND RESINS  
Company Name: RANBAR ELECTRICAL MTLs INC  
Source of FEIN: SMALL BUSINESS ADMINISTRATION  
Reported Date: 08/01/2000



Source Duns Number: 003479748  
Case Duns Number: 926403205

Item Number: 4

-----  
Federal Employer ID Number: 25-1474714  
FEIN issued location: PITTSBURGH, PA  
Business Name: RANBAR TECHNOLOGY INC  
Address: 1114 WILLIAM FLINN HWY  
GLENSHAW, PA 15116  
Phone Number: (412) 486-1111  
Chief Executive: RANDALL L C RUSSELL  
Title: PRES  
SIC: 2821000 - PLASTICS MATERIALS AND RESINS  
Company Name: RANBAR TECHNOLOGY, INC.  
Source of FEIN: UNITED STATES DEPT TREASURY  
Reported Date: 03/12/1997  
Source Duns Number: 003254885  
Case Duns Number: 004336863

Item Number: 5

-----  
Federal Employer ID Number: 25-1474714  
FEIN issued location: PITTSBURGH, PA  
Business Name: RANBAR TECHNOLOGY INC D/B/A BALL CHEMICAL  
Address: 1114 WILLIAM FLYNN HWY  
GLENSHAW, PA 15116  
Phone Number: (412) 486-1111  
Chief Executive: RANDALL L C RUSSELL  
Title: PRES  
SIC: 2821000 - PLASTICS MATERIALS AND RESINS  
Company Name: RANBAR TECHNOLOGY, INC.  
Source of FEIN: U S SMALL BUSINESS ADM - PASS FILE  
Reported Date: 01/01/1994  
Source Duns Number: 810001107  
Case Duns Number: 004336863

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### Basic Entity Information

**Entity Type** FICTITIOUS NAME  
**Entity Name** BALL CHEMICAL COMPANY  
**Entity No.** 841456  
**Filing Date** 10/15/1984 **Letter of Consent** No  
**Address** 1486 BUTLER PLANKRD  
GLENSHAW Pennsylvania USA 15116  
**County** Allegheny **Jurisdiction** -  
**Purpose** PAINT & CHEMICAL MANUFACTURING AND SALES  
**Limited Authority** No

### Fictitious Owners

1 RANBAR TECHNOLOGY INC

### Instrument History

Doc Type	Microfilm#	Micro# Start	Micro# End	Filing Date
FICTITIOUS NAME	8463	1612	0	10/15/1984

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} EXHIBIT Q



March 9, 1998

Charles Mikalian  
Associate Regional Counsel  
United States Environmental Protection Agency  
Atlanta Federal Center  
61 Forsyth Street, S.W.  
Atlanta, Ga 30303-8909

RE: Ranbar Technology Inc.  
Caldwell De Minimis Settlement

Dear Mr Mikalian:

I am in receipt of the de minimis settlement offer with respect to the Caldwell Site and enclose herewith the executed signature page indicating the acceptance by Ranbar Technology, Inc. ("Ranbar") of the offer, with the following addition to our agreement:

The Environmental Protection Agency ("EPA") has identified Ranbar as "Ranbar Technology, Inc. a/k/a BBT, Inc. c/o Ball Chemical Co." Ranbar is not, and never has been, (i) known as such entity or (ii) an affiliate of or otherwise related to either BBT, Inc. or Ball Chemical Co.

While Ranbar did purchase some of the assets of Ball Chemical Company on or about October 1, 1984, the documents forwarded to Ranbar as Enclosure 2 Waste Transaction Documents identify only BBT, Inc., Ball Chemical Co. and Robert Bosch Power Tool as the applicable generators. Ranbar is not identified by the EPA as a contributor to the Caldwell Site and in fact did not contribute any material to the site. Ranbar did not own, control, generate or have any responsibility with respect to the items set forth in Enclosure 2 Waste Transaction Documents.

However, economic practicality dictates that Ranbar accept EPA's offer, with the above caveat, and the benefits conferred thereby. Please call with any questions.

Very truly yours,

RANBAR TECHNOLOGY, INC.

By:   
Rodney J. Francis

Chief Financial Officer

RJF/JRMJr/rm  
Enclosure



Caldwell Systems, Inc.  
Administrative Order on Consent  
EPA Docket No. 98-05-C

THE UNDERSIGNED RESPONDENT enters into this Consent Order, EPA Docket No. 98-05-C, relating to the Caldwell Systems, Inc., Site in Caldwell County, North Carolina:

IT IS SO AGREED:

Respondent: RANBAR TECHNOLOGY, INC.

By: Rodney J. Francis

Rodney J. Francis  
Chief Financial Officer  
1114 Wm. Flinn Highway  
Glenshaw, PA 15116

Date: 3/9/98

## AutoTrackXP Corporate Records

## Details of: PENNSYLVANIA CORPORATE RECORDS

## PENNSYLVANIA CORPORATE RECORDS

Name: **B.B.T., INC.**  
 Type: **INCORPORATED BUSINESS**  
 Status: **ACTIVE - ACCEPTED**  
 Date Incorporated: **03/11/1908**  
 Corporation Number: **00026001**      FEI Number:

## Corporation Officers and Registered Agents:

N/A      **NAMEHOLDER (REGISTERED AGENT)**      **1486 BUTLER PLANK 03/11/1908 RD GLENSHAW PA 15116**  
**HIRAM P BALL    CEO**  
**HENRY A BALL    TREASURER**  
**JOSEPH H TAYLOR      VICE PRES.**

## Additional Corporation Information:

Originated State: **N/A**  
 Duration: **PERPETUAL**  
 Purpose: **BROAD**  
 Dept. Of Rev. Addr: **319 HIGHLAND PINES DR**

## Possible Corporate Affiliations:

We have identified the following companies to contain a name match for the President:NA

**N/A AARON R ELIZABETH      NY 239405 ACTIVE -**  
**FROSCH      TAYLOR ISRAELI      INCORPORATION/APPLICATION**  
**WAR VICTIMS      FOR AUTHORITY**  
**FUND,**  
**INCORPORATED**

N/A ABRAHAM B HECHT	RABBI BARUCH GRUNHUT AND MIRIAM GRUNHUT CHARITY FUND, INC.	NY 406403 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
N/A ABRAHAM J DEGROOTE	E.A.A. CHAPTER 392, INC.	NY 327440 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
N/A ABRAHAM J DEGROOTE	SKY SCRAPPERS, INC.	NY 327441 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
H N/A DR ABRAHAM J BRILOFF	CELIA C. AND DAVID V. PICKER FOUNDATION, INC.	NY 100145 INACTIVE - DISSOLUTION
H N/A DR ABRAHAM J BRILOFF	ARONLD AND RUTH PICKER FOUNDATION, INC.	NY 100145 INACTIVE - DISSOLUTION
N/A DR ABRAHAM L GITLOW	THE SAMUEL AND ESTHER GITLOW FOUNDATION, INC.	NY 184578 ACTIVE - AMENDMENT
N/A ADELINE C STEVENS	REEVES PARK SOCIAL CLUB, INC.	NY 265519 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
N/A ALAN C ROSBROOK	DOE HAVEN FAMILY PLAYGROUND CORPORATION	NY 323509 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
N/A ALAN I GREENE	C & C SOCIAL CLUB, INC.	NY 242820 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
N/A ALAN J WEINTRAUB	ELMONT CARDINALS FOOTBALL CLUB INC.	NY 243906 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
H N/A ALAN J WEINBRAUB	PARKHURST CIVIC ASSOCOATION INC.	NY 265049 ACTIVE - CERTIFICATE OF CHANGE
N/A ALAN J WEINBRAUB	PARKHURST CIVIC ASSOCIATION INC.	NY 265049 ACTIVE - CERTIFICATE OF CHANGE
N/A ALAN J WEINTRAUB	LOCUSTWOOD CIVIC ASSOCIATION INC.	NY 356338 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
N/A ALAN J WEINTRAUB	V.V. VILLA CIVIC ASSOCIATION, INC.	NY 356553 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY



N/A ALAN J WEINTRAUB	G.A. MANOR CIVIC ASSOCIATION INC.	NY 376006 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
N/A ALAN J WEINTRAUB	C. C. COUNCIL INC.	NY 400062 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY
H N/A: ALAN M GUTHARZ	REMEDY FOR INFINITE UNCONCERN FOR THE MENTALLY AND PHYSICALL	NY 251559 ACTIVE - AMENDMENT
N/A: ALAN M GUTHARZ	THE REMEDY FOR INFINITE UNCONCERN FOR THE MENTALLY AND PHYSI	NY 251559 ACTIVE - AMENDMENT
N/A ALAN R LAUBE	WEMA RADIO, INC.	NY 388565 ACTIVE - INCORPORATION/APPLICATION FOR AUTHORITY